



BID ADDENDUM NO. 01

PROJECT: **Pine Bush Central School District
2019 Capital Improvement Project – Phase II**

SED PROJECT NO: **Pine Bush Senior High School - SED No: 44-04-01-06-0-007-027
Circleville Elementary School - SED No: 44-04-01-06-0-009-016
Pakanasink Elementary School - SED No: 44-04-01-06-0-012-015
Circleville Middle School - SED No: 44-04-01-06-0-014-015
Review #20-0686-0689**

DATE: **March 23, 2021**

CPL PROJECT NO: **14533.05**

Include this Addendum as part of the Contract Documents. It supplements portions of the original Specifications and Drawings, the extent of which shall remain, except as revised herein:

CHANGES TO THE PROJECT MANUAL:

- 1.1 Section 064116 Plastic – Laminate-Clad Architectural Cabinets**
 - A. Replace with Section 064116 Plastic – Laminate-Clad Architectural Cabinets attached to this addendum.
- 1.2 Section 230900 INSTRUMENTATION AND CONTROLS**
 - A. Change to “Controls shall be compatible with the existing TBS building controls system.”
 - B. Change to “Compatible with existing TBS Controls”
- 1.3 Section 005100 – Agreement Form**
 - A. Remove AIA Document A132 - 2009
 - B. Replace with AIA Document A132 – 2019, attached to addendum
- 1.4 Section 007200 – General Conditions**
 - A. Remove AIA Document A232 - 2019
 - B. Replace with AIA Document A232 – 2019, attached to addendum
- 1.5 Section 000110 – Table of Contents**
 - A. Remove Section 000110 – Table of Contents
 - B. Replace with Section 000110 – Table of Contents, attached to addendum

CHANGES TO THE DRAWINGS

- 2.1 Drawings PBHS-A502 – A503:**
 - A. Replace with Drawings PBHS-A502 – A503 attached to this addendum.
- 2.2 Drawing PAK-A105:**
 - A. Replace with Drawing PAK-A105 attached to this addendum.

2.3 Drawings PBHS A101- A106:

- A. Remove KEY NOTES – DEMOLITION PLAN 1; EXISTING ALUMINUM FRAMED WINDOW TO BE REMOVED IN ITS ENTIRETY AND ABATED OF ALL ASBESTOS CONTAINING MATERIAL (ACM) TO ACCOMMODATE NEW WORK. THE CONTRACTOR SHALL SALVAGE EXISTING ALUMINUM COLUMN ENCLOSURES AND TRIM AS NECESSARY. THE CONTRACTOR SHALL PREP FOR NEW WINDOW INSTALLATION.
- B. Replace KEY NOTES – DEMOLITION PLAN 1 with; EXISTING ALUMINUM FRAMED WINDOW TO BE REMOVED IN ITS ENTIRETY TO ACCOMMODATE NEW WORK. THE CONTRACTOR SHALL SALVAGE EXISTING ALUMINUM COLUMN ENCLOSURES AND TRIM AS NECESSARY. THE CONTRACTOR SHALL PREP FOR NEW WINDOW INSTALLATION. COORDINATE ABATEMENT WITH ASBESTOS DRAWINGS.

2.4 Drawings PAK A101- A102, CVMS A101-A102, & CES A101- A102:

- A. Remove KEY NOTES – DEMOLITION PLAN 1; REMOVE EXIST. ALUMINUM WINDOW SYSTEM IN ITS ENTIRETY AND ABATED OF ALL ASBESTOS CONTAINING MATERIAL (ACM) TO ACCOMMODATE NEW WORK. REMOVAL TO INCLUDE EXISTING METAL PANNING AND COLUMN CLOSURE REMOVE AND REPLACE ANY ROTTEN, OR DAMAGED WOOD BLOCKING, AND PREP FOR NEW WINDOW INSTALLATION. REFER TO DETAILS
- B. Replace KEY NOTES – DEMOLITION PLAN 1 with; REMOVE EXIST. ALUMINUM WINDOW SYSTEM IN ITS ENTIRETY TO ACCOMMODATE NEW WORK. REMOVAL TO INCLUDE EXISTING METAL PANNING AND COLUMN CLOSURE REMOVE AND REPLACE ANY ROTTEN, OR DAMAGED WOOD BLOCKING, AND PREP FOR NEW WINDOW INSTALLATION. COORDINATE ABATEMENT WITH ASBESTOS DRAWINGS.

2.5 Drawings CES-A101 & CES-A102:

- A. Replace with Drawings CES-A101 & CES-A102 attached to this addendum.

2.6 Drawing GEN-H900:

- A. Replace with Drawing GEN-H900 attached to this addendum.

2.7 Drawing CVMS-A401:

- A. Replace with Drawing CVMS-A401 attached to this addendum.

2.8 Drawing PBHS-A900:

- A. Add Drawing PBHS-A900 attached to this addendum before Drawing PBHS-A901.

2.9 Drawing CVMS-E102:

- A. Remove Panel LPA designation and Note 1 from drawing entirely.

2.10 Drawing CVMS-E202:

- A. Remove Panel LPA designation and Note 2 from drawing entirely.

- 2.11 Drawing CVMS-E204:**
A. Add drawing CVMS-E204, attached to this addendum.
- 2.12 Drawings CVMS-H100 – H200:**
A. Replace with drawings CVMS-H100 – H200, attached to this addendum.
- 2.13 Drawings PBHS-P200, P201, & P301:**
A. Replace drawings PBHS-P200, P201, & P301, attached to this addendum.
- 2.14 Drawing CES-I201:**
A. Replace with Drawing CES-I201 attached to this addendum.
- 2.14 Drawing CVMS-A101:**
A. Replace with drawing CVMS-A101 attached to this addendum.
- 2.15 Drawings PAK-A101 – A102:**
A. Replace with drawings PAK-A101 – A102, attached to this addendum.

QUESTIONS / CLARIFICATIONS:

- 3.1 Q: Spec section 011200.2.1 for the responsibility chart, it appears as though they are calling out responsibility for a site contractor. There is no site contractor listed in the prime schedule. Please advise.**
A: Site Contractor will be contracted through Cooperative Purchasing Network.
- 3.2 Q: Can the AISC certification on steel be waived as the discretion of the owner, architect and/or engineer provided an acceptable written quality assurance and quality control plan is submitted? Please advise.**
A: The AISC certification on steel may be waived at the discretion of the owner, architect and/or engineer provided an acceptable written quality assurance and quality control plan is submitted.
- 3.3 Q: General Demolition note for each of the schools call out for abatement at the window removal locations. The Asbestos drawings do not match at most locations for this. Is there asbestos at locations not called out on the abatement plans? Please advise.**
A: For all abatement and hazardous material removal, refer to Asbestos Drawings.
- 3.4 Q: Circleville Middle School**
1. Please provide a list of hardware sets for the aluminum doors.
2. Doors 4-100 and 5-100 call for aluminum doors, but list fire rated glass. Do these doors need to be fire rated? There shouldn't be Fire rated glass in a non-rated aluminum door. Please Advise.
3. If the doors are fire rated, should windows W11a and W11 also be fire rated? The wall should also then be fire rated. Please advise.
A: 1. See Spec Section 08 7100 for hardware
2. Doors 4-100 & 5-100 are not listed with a Fire Rating and shall not have Fire-Rated glass.
3. Windows W11a and W11 and exterior wall are not Fire Rated
- 3.5 Q: Circleville Elementary**

1. **Doors 2-135 and 3-135: call for aluminum doors, but list fire rated glass. Do these doors need to be fire rated? There shouldn't be Fire rated glass in a non-rated aluminum door. Please Advise.**
 2. **Please provide a list of hardware for the doors.**
- A: 1. Doors 2-135 & 3-135 are not listed with a Fire Rating and shall not have Fire-Rated glass.
2. See Spec Section 08 7100 for hardware
- 3.6 **Q: Pakanasink**
1. **Please provide a list of hardware for the doors.**
- A: 1. See Spec Section 08 7100
- 3.7 **Q: High School**
1. **We haven't been able to locate a door schedule on page A900. The plans show new doors in the vestibule. Please advise.**
 2. **Page A503 detail A shows VF-1 window film type. Is this asking for new film? Please advise.**
- A: 1. See 2.8 in this addendum
2. See revised PBHS-A503
- 3.8 **Q: Demo note 1 on CES A101 indicates abatement of all asbestos containing ACM material on the windows to accommodate new work, but no work is shown on the abatement drawing CES HM101 for this. Please clarify whether or not there is any abatement work needed for removal of these windows.**
- A: See 2.4 in this addendum no. 01
- 3.9 **Q: Please confirm there is no work required for the windows shown on elevations 2, 3 and 4 on CES A301. The windows on these elevations are dashed on the demo plan CES A101 the same as the ones noted to be removed but do not share the same demo note nor do they show new windows on the new work floor plans or elevation drawings.**
- A: There is no work on the windows shown on elevation 2, 3, and 4 on CES A301. See 2.5 in this addendum no. 01
- 3.10 **Q: Please depict routing of wires and conduit for panels E, DP1, and DP2 from CVMS to PAK. Panels shown on drawing E002 – PAK. More accurate info needed for Take-off. CVMS – Two LP-A panels? (1) on first floor- (1) on Second.**
- A: See 2.9, 2.10, and 2.11 in this addendum.
- 3.11 **Q: There are window tags shown on the First Floor Finish Plan CES I201 that are not shown on CES A201 or CES A301. Also, some of the window tags on CES I201 like W2A, W5 and W6 are not shown on the window schedule CES A901. Please confirm that there is no work required for the windows with tags on CES I201.**
- A: See 2.12 in this addendum.

PREVIOUSLY ISSUED ADDENDA

A. None.

END OF BID ADDENDUM NO. 01

SECTION 064116 - PLASTIC-LAMINATE-CLAD ARCHITECTURAL CABINETS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Plastic-laminate-clad architectural cabinets.
2. Compact Laminates.

B. Related Requirements:

1. Section 061053 "Miscellaneous Rough Carpentry" for wood furring, blocking, shims, and hanging strips required for installing cabinets that are concealed within other construction before cabinet installation.
2. Section 060620 "Decorative Plastic Laminate."
3. Section 123623.13 "Plastic-Laminate-Clad Countertops."

1.2 COORDINATION

- A.** Coordinate sizes and locations of framing, blocking, furring, reinforcements, and other related units of Work specified in other Sections to support loads imposed by installed and fully loaded cabinets.

1.3 PREINSTALLATION MEETINGS

- A.** Pre-installation Conference: Conduct conference at Project site.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include data for fire-retardant treatment from chemical-treatment manufacturer and certification by treating plant that treated materials comply with requirements.
- 2.

B. Shop Drawings:

1. Include plans, elevations, sections, and attachment details.
2. Show locations and sizes of furring, blocking, and hanging strips, including concealed blocking and reinforcement specified in other Sections.
3. Show locations and sizes of cutouts and holes for items installed in plastic-laminate architectural cabinets.

- C.** Samples: For each exposed product and for each color and texture specified, in manufacturer's or manufacturer's standard size.

- D.** Samples for Initial Selection: For each type of exposed finish.

- E.** Samples for Verification: For the following:

1. Corner Pieces:

- a. Cabinet-front frame joints between stiles and rails and at exposed end pieces, 18 inches high by 18 inches wide by 6 inches deep.
- b. Miter joints for standing trim.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For manufacturer
- B. Product Certificates: For each type of product.
- C. Evaluation Reports: For fire-retardant-treated materials, from ICC-ES.

1.6 QUALITY ASSURANCE

- A. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for materials and execution.
 - 1. Build mockups of typical architectural cabinets as shown on Drawings.
 - 2. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Do not deliver cabinets until painting and similar finish operations that might damage architectural cabinets have been completed in installation areas. Store cabinets in installation areas or in areas where environmental conditions comply with requirements specified in "Field Conditions" Article.

1.8 FIELD CONDITIONS

- A. Environmental Limitations: Do not deliver or install cabinets until building is enclosed, wet-work is complete, and HVAC system is operating and maintaining temperature and relative humidity at levels planned for building occupants during the remainder of the construction period.
- B. Field Measurements: Where cabinets are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication, and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
 - 1. Locate concealed framing, blocking, and reinforcements that support cabinets by field measurements before being enclosed/concealed by construction, and indicate measurements on Shop Drawings.
- C. Established Dimensions: Where cabinets are indicated to fit to other construction, establish dimensions for areas where cabinets are to fit. Provide allowance for trimming at site, and coordinate construction to ensure that actual dimensions correspond to established dimensions.

PART 2 - PRODUCTS

2.1 COMPACT LAMINATES

- A. Quality Standard: Unless otherwise indicated, comply with the Architectural Woodwork Standards for grades of cabinets indicated for construction, finishes, installation, and other requirements.
 - 1. Surface Burning Characteristics:

- a. Test Standards: ASTM E 84, ASTM E 162, ASTM E 662, IMO FTP Code Part 2 and Part 5, and UL 723
 - b. Interior Finish Classification, Fire-Rated Laminate: Class A according to NFPA 101. Flame spread less than 25 and Smoke Development less than 450.
2. The Contract Documents may contain requirements that are more stringent than the referenced quality standard. Comply with requirements of Contract Documents in addition to those of the referenced quality standard.
- B. Architectural Woodwork Standards Grade: Custom
- C. Type of Construction: Frameless.
- D. Door and Drawer-Front Style: Flush overlay.
- E. Compact Laminate Fire-Rated Grade: Double-faced. Class A rated according to NFPA 101.
 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Wilsonart LLC.
 - b. Formica Corporation
- F. Colors and Patterns: As selected by Architect.
 1. Refer to Finishes List on Drawing I000 for manufacturers and finish selection.
- G. Laminate Cladding for Exposed Surfaces:
 1. Horizontal Surfaces: Grade F1
 2. Vertical Surfaces: Grade F1
 3. Edges: Black solid core
- H. Materials for Semi-exposed Surfaces:
 1. Surfaces Other Than Drawer Bodies: Thermoset decorative panels.
 - a. Edges of Plastic-Laminate Shelves: Black Solid Core.
 2. Drawer Sides and Backs: Black solid core.
 3. Drawer Bottoms: Grade F1 Compact Laminate
- I. Drawer Construction: Fabricate with exposed fronts fastened to sub-front with mounting screws from interior of body.
 1. Join sub-fronts, backs, and sides with glued rabbeted joints supplemented by mechanical fasteners or glued and doweled joints.
- J. Colors, Patterns, and Finishes: Provide materials and products that result in colors and textures of exposed laminate surfaces as indicated on the schedule of finishes.

2.2 PLASTIC-LAMINATE-CLAD ARCHITECTURAL CABINETS

- A. Quality Standard: Unless otherwise indicated, comply with the Architectural Woodwork Standards for grades of cabinets indicated for construction, finishes, installation, and other requirements.
 1. The Contract Documents may contain requirements that are more stringent than the referenced quality standard. Comply with requirements of Contract Documents in addition to those of the referenced quality standard.
- B. Architectural Woodwork Standards Grade: Custom

- C. Type of Construction: Frameless.
- D. Door and Drawer-Front Style: Flush overlay.
- E. High-Pressure Decorative Laminate: NEMA LD 3, grades as indicated or if not indicated, as required by quality standard.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Wilsonart LLC.
- F. Colors and Patterns: As selected by Architect.
 - 1. Refer to Finishes List on Drawing I000 for manufacturers and finish selection.
- G. Laminate Cladding for Exposed Surfaces:
 - 1. Horizontal Surfaces: Grade HGS.
 - 2. Vertical Surfaces: Grade HGS.
 - 3. Edges: PVC edge banding, 3mm thick, matching laminate in color, pattern, and finish.
- H. Materials for Semi-exposed Surfaces:
 - 1. Surfaces Other Than Drawer Bodies: Thermoset decorative panels.
 - a. Edges of Plastic-Laminate Shelves: PVC edge banding, 3mm thick, matching laminate in color, pattern, and finish.
 - 2. Drawer Sides and Backs: Thermoset decorative panels with PVC or polyester edge banding.
 - 3. Drawer Bottoms: Hardwood plywood.
- I. Drawer Construction: Fabricate with exposed fronts fastened to sub-front with mounting screws from interior of body.
 - 1. Join sub-fronts, backs, and sides with glued rabbeted joints supplemented by mechanical fasteners or glued and doweled joints
- J. Colors, Patterns, and Finishes: Provide materials and products that result in colors and textures of exposed laminate surfaces as indicated on the schedule of finishes.

2.3 WOOD MATERIALS

- A. Wood Products: Provide materials that comply with requirements of referenced quality standard for each type of woodwork and quality grade specified unless otherwise indicated.
 - 1. Wood Moisture Content: 5 to 10 percent.
- B. Composite Wood and Agrifiber Products: Provide materials that comply with requirements of referenced quality standard for each type of woodwork and quality grade specified unless otherwise indicated.
 - 1. Composite Wood and Agrifiber Products: Products shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."
 - 2. Thermoset Decorative Panels: Particleboard or medium-density fiberboard finished with thermally fused, melamine-impregnated decorative paper and complying with requirements of NEMA LD 3, Grade VGL, for test methods 3.3, 3.4, 3.6, 3.8, and 3.10.

2.4 CABINET HARDWARE AND ACCESSORIES

- A. General: Provide cabinet hardware and accessory materials associated with architectural cabinets, except for items specified in Division 08 Section "Door Hardware (Scheduled by Describing Products)."
- B. Butt Hinges: Stainless-steel, semi concealed, five-knuckle hinges complying with BHMA A156.9, Grade 1, with antifriction bearings and rounded tips. Provide two hinges for doors less than 48 inches high and provide three hinges for doors more than 48 inches high.
 - 1. Semi concealed Hinges for Overlay Doors: BHMA A156.9, B01521.
- C. Wire Pulls: Back mounted, solid metal, 4 inches long, 5/16 inch in diameter.
- D. Catches: Magnetic catches, BHMA A156.9, B03141.
- E. Shelf Rests: BHMA A156.9, B04013; metal.
- F. Drawer Slides: BHMA A156.9, B05091.
 - 1. Heavy Duty (Grade 1HD-100 and Grade 1HD-200): Side mounted; full-extension type; zinc-plated steel ball-bearing slides.
 - 2. Box Drawer Slides: Grade 1HD-100; for drawers not more than 6 inches high and 24 inches wide.
 - 3. File Drawer Slides: Grade 1HD-200; for drawers more than 6 inches high or 24 inches wide.
 - 4. Pencil Drawer Slides: Grade 1; for drawers not more than 3 inches high and 24 inches wide.
 - 5. Keyboard Slides: Grade 1HD-100; for computer keyboard shelves.
 - 6. Trash Bin Slides: Grade 1HD-200; for trash bins not more than 20 inches high and 16 inches wide.
- G. Door Locks: BHMA A156.11, E07121.
- H. Drawer Locks: BHMA A156.11, E07041.
- I. Door and Drawer Silencers: BHMA A156.16, L03011.
- J. Grommets for Cable Passage through Countertop
 - 1. Manufacturer: Doug Mockett and Company
 - 2. Model: MM5 with MM5A liner
 - 3. Product: 2-3/4" Grommet Cap and Liner
 - 4. Color: **Satin Chrome (26D)**
- K. Work Surface Supports
 - 1. Manufacturer: Doug Mockett and Company
 - 2. Model: SWS4
 - 3. Product Large Basic Work surface Support
 - 4. Capacity: 400lbs per pair
 - 5. Color: **Stainless Steel (SSS)**
 - 6.
- L. Exposed Hardware Finishes: For exposed hardware, provide finish that complies with BHMA A156.18 for BHMA finish number indicated.
 - 1. Satin Chromium Plated: BHMA 626 for brass or bronze base; BHMA 652 for steel base.
 - 2. Satin Stainless Steel: BHMA 630
- M. For concealed hardware, provide manufacturer's standard finish that complies with product class requirements in BHMA A156.9.

2.5 MISCELLANEOUS MATERIALS

- A. Furring, Blocking, Shims, and Hanging Strips: Fire-retardant-treated softwood lumber, kiln-dried to less than 15 percent moisture content.
- B. Anchors: Select material, type, size, and finish required for each substrate for secure anchorage. Provide metal expansion sleeves or expansion bolts for post-installed anchors. Use nonferrous-metal or hot-dip galvanized anchors and inserts at inside face of exterior walls and at floors.
- C. Adhesives: Do not use adhesives that contain urea formaldehyde.
- D. Adhesive for Bonding Plastic Laminate: PVA.
 - 1. Adhesive for Bonding Edges: Hot-melt adhesive or adhesive specified above for faces.

2.6 FABRICATION

- A. Fabricate architectural cabinets to dimensions, profiles, and details indicated.
- B. Complete fabrication, including assembly and hardware application, to maximum extent possible before shipment to Project site. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at site, provide ample allowance for scribing, trimming, and fitting.
 - 1. Notify Architect seven days in advance of the dates and times woodwork fabrication will be complete.
 - 2. Trial fit assemblies at fabrication shop that cannot be shipped completely assembled. Install dowels, screws, bolted connectors, and other fastening devices that can be removed after trial fitting. Verify that various parts fit as intended and check measurements of assemblies against field measurements before disassembling for shipment.
- C. Shop-cut openings to maximum extent possible to receive hardware, appliances, electrical work, and similar items. Locate openings accurately and use templates or roughing-in diagrams to produce accurately sized and shaped openings. Sand edges of cutouts to remove splinters and burrs.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Before installation, condition cabinets to humidity conditions in installation areas for not less than 72 hours.
- B. Before installing cabinets, examine shop-fabricated work for completion and complete work as required.

3.2 INSTALLATION

- A. Architectural Woodwork Standards Grade: Install cabinets to comply with quality standard grade of item to be installed.
- B. Assemble cabinets and complete fabrication at Project site to the extent that it was not completed in the shop.
- C. Install cabinets level, plumb, true, and straight. Shim as required with concealed shims. Install level and plumb to a tolerance of 1/8 inch in 96 inches.

- D. Scribe and cut cabinets to fit adjoining work, refinish cut surfaces, and repair damaged finish at cuts.
- E. Anchor cabinets to anchors or blocking built in or directly attached to substrates. Secure with countersunk, concealed fasteners and blind nailing. Use fine finishing nails or finishing screws for exposed fastening, countersunk and filled flush with woodwork.
 - 1. Use filler matching finish of items being installed.
- F. Cabinets: Install without distortion so doors and drawers' fit openings properly and are accurately aligned. Adjust hardware to center doors and drawers in openings and to provide unencumbered operation. Complete installation of hardware and accessory items as indicated.
 - 1. Install cabinets with no more than 1/8 inch in 96-inch sag, bow, or other variation from a straight line.
 - 2. Fasten wall cabinets through back, near top and bottom, and at ends not more than 16 inches o.c. with No. 10 wafer-head screws sized for not less than 1-1/2-inch penetration into wood framing, blocking, or hanging strips or No. 10 wafer-head sheet metal screws through metal backing or metal framing behind wall finish.

3.3 ADJUSTING AND CLEANING

- A. Repair damaged and defective cabinets, where possible, to eliminate functional and visual defects. Where not possible to repair, replace architectural cabinets. Adjust joinery for uniform appearance.
- B. Clean, lubricate, and adjust hardware.
- C. Clean cabinets on exposed and semi exposed surfaces.

END OF SECTION 064116



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(Name, legal status, address, and other information)

CPL
50 Front Street, Suite 202
Newburgh, NY 12550

The Owner and Contractor agree as follows.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

EXHIBIT B DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☐ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:

(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
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§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

(Check one of the following boxes and complete the necessary information.)

☐ Not later than () calendar days from the date of commencement of the Work.

☐ By the following date:

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete
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§ 3.4.3 If the Contractor fails to substantially complete the Work of this Contract, or portions thereof, as provided in this Section 3.4, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

☐ Stipulated Sum, in accordance with Section 4.2 below

☐ Cost of the Work plus the Contractor's Fee, in accordance with Section 4.3 below

☐ Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below.)

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
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§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
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§ 4.2.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
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§ 4.2.4 Unit prices, if any:
(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
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§ 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price

§ 4.3.1 The Cost of the Work is as defined in Exhibit B, Determination of the Cost of the Work.

§ 4.3.2 The Contractor's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

§ 4.3.3 The method of adjustment of the Contractor's Fee for changes in the Work:

§ 4.3.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 4.3.5 Rental rates for Contractor-owned equipment shall not exceed percent (%) of the standard rental rate paid at the place of the Project.

§ 4.3.6 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
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§ 4.3.7 The Contractor shall prepare and submit to the Construction Manager, within 14 days of executing this Agreement, a written Control Estimate for the Owner's review and approval. The Control Estimate shall include the items in Section B.1 of Exhibit B, Determination of the Cost of the Work.

§ 4.4 Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price

§ 4.4.1 The Cost of the Work is as defined in Exhibit B, Determination of the Cost of the Work.

§ 4.4.2 The Contractor's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

§ 4.4.3 The method of adjustment of the Contractor's Fee for changes in the Work:

§ 4.4.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 4.4.5 Rental rates for Contractor-owned equipment shall not exceed percent (%) of the standard rental rate paid at the place of the Project.

§ 4.4.6 Unit Prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
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§ 4.4.7 Guaranteed Maximum Price

§ 4.4.7.1 The Contract Sum is guaranteed by the Contractor not to exceed (\$), subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

§ 4.4.7.2 Alternates

§ 4.4.7.2.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
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§ 4.4.7.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
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§ 4.4.7.3 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Item	Price
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§ 4.4.7.4 Assumptions, if any, upon which the Guaranteed Maximum Price is based:

(Identify each assumption.)

§ 4.4.8 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 4.4.9 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 4.4.7.4. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 4.4.7.4 and the revised Contract Documents.

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any, to be assessed in accordance with Section 3.4.)

§ 4.6 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments for undisputed amounts on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents, subject to verification to be performed by the Owner's internal claims auditor.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

N/A

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the 5th day of a month, the Owner shall make payment of the undisputed amount certified to the Contractor not later than the 1st day of the preceding month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment for the undisputed amount certified shall be made by the Owner not later than 45 (forty-fiveX) days after the Construction Manager receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment, and shall include certified payrolls as required by law.

§ 5.1.4.3 In accordance with AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.5 Progress Payments Where the Contract Sum is Based on the Cost of the Work without a Guaranteed Maximum Price

§ 5.1.5.1 With each Application for Payment, the Contractor shall submit the cost control information required in Exhibit B, Determination of the Cost of the Work, along with payrolls, petty cash accounts, receipted invoices, or invoices with check vouchers attached, and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor, plus payrolls for the period covered by the present Application for Payment, less that portion of the payments attributable to the Contractor's Fee.

§ 5.1.5.2 Applications for Payment shall show the Cost of the Work actually incurred by the Contractor through the end of the period covered by the Application for Payment and for which the Contractor has made or intends to make actual payment prior to the next Application for Payment.

§ 5.1.5.3 In accordance with AIA Document A232-2019 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.5.3.1 The amount of each progress payment shall first include:

- .1 The Cost of the Work as described in Exhibit B, Determination of the Cost of the Work;
- .2 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .3 The Contractor's Fee computed upon the Cost of the Work described in the preceding Section 5.1.5.3.1.1 at the rate stated in Section 4.3.2; or if the Contractor's Fee is stated as a fixed sum in Section 4.3.2 an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work included in Section 5.1.5.3.1.1 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 5.1.5.3.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232-2019;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232-2019;
- .5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.5.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.5.4 The Owner, Construction Manager and Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.5.5 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and such action shall not be deemed to be a representation that (1) the Construction Manager and Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Article 5 or other supporting data; (2) that the Construction Manager and Architect have made exhaustive or continuous on-site inspections; or (3) that the Construction Manager and Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.5.6 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.1.5.7 If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A232-2019.

§ 5.1.6 Progress Payments Where the Contract Sum is Based on the Cost of the Work with a Guaranteed Maximum Price

§ 5.1.6.1 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 5.1.6.2 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Contractor's Fee.

§ 5.1.6.2.1 The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.6.2.2 The allocation of the Guaranteed Maximum Price under this Section 5.1.6.2 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 5.1.6.2.3 When the Contractor allocates costs from a contingency to another line item in the schedule of values, the Contractor shall submit supporting documentation to the Architect and Construction Manager.

§ 5.1.6.3 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work and for which the Contractor has made payment or intends to make payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 5.1.6.4 In accordance with AIA Document A232-2019, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.4.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Contractor's Fee, computed upon the Cost of the Work described in the preceding Sections 5.1.6.4.1.1 and 5.1.6.4.1.2 at the rate stated in Section 4.4.2 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 5.1.6.4.1.1 and 5.1.6.4.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 5.1.6.4.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232-2019;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232-2019;
- .5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.6.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.5 The Owner and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.6.6 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and such action shall not be deemed to be a representation that (1) the Construction Manager or Architect have made a detailed examination, audit, or arithmetic verification of the documentation submitted in accordance with Section 5.1.6.1 or other supporting data; (2) that the Construction Manager or Architect have made exhaustive or continuous on-site inspections; or (3) that the Construction Manager or Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.6.7 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.1.6.8 If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A232-2019.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

five percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to when the entire Work of this Contract is substantially complete, including modifications for completion of portions of the Work as provided in Section 3.4.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, when the Work of this Contract is substantially complete, as defined under §106-b of the New York General Municipal Law, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted when the Work of this Contract is substantially complete shall not include retainage as follows:

(Insert any other conditions for release of retainage when the Work of this Contract is substantially complete, or upon Substantial Completion of the Work of all Contractors on the Project or portions thereof.)

The Owner shall pay the remaining amount of the contract balance less two times the value of any remaining items to be completed and an amount necessary to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

§ 5.2.2 Final Payment Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price

§ 5.2.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit B, Determination of the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect in accordance with Exhibit B, Determination of the Cost of the Work.

§ 5.2.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate as set forth in §106-b[1][c] of the New York General Municipal Law, prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Article 15 of AIA Document A232–2019.

- ☒ Litigation in a court of competent jurisdiction.
- ☐ Other: *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

§ 7.2 Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price

§ 7.2.1 Termination

§ 7.2.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.2.1.2 Termination by the Owner for Cause

§ 7.2.1.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A232–2019, the Owner shall then only pay the Contractor an amount as follows:

- .1 Take the Cost of the Work incurred by the Contractor to the date of termination;
- .2 Add the Contractor's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 4.3.2 or 4.4.2, as applicable, or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A232–2019.

§ 7.2.1.2.2 When the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, if the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A232–2019, the amount, if any, to be paid to the Contractor under Article 14 of AIA Document A232–2019 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed the amount calculated in Section 7.2.1.2.1.

§ 7.2.1.2.3 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 7.2.1.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 7, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Contractor will contain provisions allowing for assignment to the Owner as described above.

§ 7.2.1.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019; in such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of AIA Document A232–2019, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Section 4.3.2 or 4.4.2, as applicable, of this Agreement.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A132™–2019, Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

§ 8.8 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A132™-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition
- .2 AIA Document A132™-2019, Exhibit A, Insurance and Bonds Exhibit
- .3 AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

(Paragraph deleted)

(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
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.6 Specifications

Section	Title	Date	Pages
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.7 Addenda, if any:

Number	Date	Pages
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Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ AIA Document A132™-2019, Exhibit B, Determination of the Cost of the Work

☐ AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:

(Insert the date of the E235-2019 incorporated into this Agreement.)

☐ The Sustainability Plan:

Init.

Title	Date	Pages
[] Supplementary and other Conditions of the Contract:		

Document	Title	Date	Pages
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.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A232-2019 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms, including Addenda and the Project Manual, and exhibits and the Contractor's bid.

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

AIA® Document A232™ – 2019

General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

for the following PROJECT:

(Name, and location or address)

PINE BUSH CENTRAL SCHOOL DISTRICT 2019 CAPITAL IMPROVEMENT PROJECT – PHASE II

Pine Bush High School
156 State Route 302
Pine Bush, NY 12566
SED #44-04-01-06-0-007-027

Pakanasink Elementary School
1953 State Route 302
Circleville, NY 10919
SED #44-04-01-06-0-012-015

Circleville Middle School
1951 State Route 302
Circleville, NY 10919
SED #44-04-01-06-0-014-015

Circleville Elementary School
2000 State Route 302
Circleville, NY 10919
SED #44-04-01-06-0-009-016

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

THE PIKE COMPANY
20 Loudonville Road
Albany, NY 12204

THE OWNER:

(Name, legal status, and address)

PINE BUSH CENTRAL SCHOOL DISTRICT
156 State Route 302
Pine Bush, NY 12566

THE ARCHITECT:

(Name, legal status, and address)

CPL
50 Front Street, Suite 202
Newburgh, NY 12550

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

TABLE OF ARTICLES

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2	OWNER
3	CONTRACTOR
4	ARCHITECT AND CONSTRUCTION MANAGER
5	SUBCONTRACTORS
6	CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7	CHANGES IN THE WORK
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10	PROTECTION OF PERSONS AND PROPERTY
11	INSURANCE AND BONDS
12	UNCOVERING AND CORRECTION OF WORK
13	MISCELLANEOUS PROVISIONS
14	TERMINATION OR SUSPENSION OF THE CONTRACT
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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents. The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and the Construction Manager or the Construction Manager's consultants, (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the Construction Manager or the Construction Manager's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Construction Manager and the Architect, or (7) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their duties.

§ 1.1.3 The Work. The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project. The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other Contractors, and by the Owner's own forces and Separate Contractors.

§ 1.1.5 Contractors. Contractors are persons or entities, other than the Contractor or Separate Contractors, who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager.

§ 1.1.6 Separate Contractors. Separate Contractors are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.

§ 1.1.7 The Drawings. The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.8 The Specifications. The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

The Specifications may describe (or the Drawings may show) the general placement required of materials or equipment, but the actual required placement may vary depending on the specific material or equipment used by the Contractor or the existing field conditions. The Contractor shall bear all direct and indirect costs associated with such variances.

Some Specifications may be written in a condensed outline form and omitted words shall be included by inference. If the Specifications identify a task, it shall mean the "Contractor shall furnish, install and complete" the identified task unless otherwise stated.

Reference to standard specifications, manuals or codes shall mean reference to the latest standard specification, manual or code in effect at the time of the execution of the Owner-Contractor Agreement, unless otherwise stated. When reference is made to a manufacturer, trade association, reference standard or similar source (such as ASTM, ASA, AISC, ACI, etc.) the standards or requirements of such entity shall be incorporated into the Specifications and have the force and effect as though they were set forth expressly. Upon entering into the Owner-Contractor Agreement, the Contractor acknowledges its familiarity with those references, codes, etc. The date of the referenced standard shall be the latest edition in effect at the time of the execution of the Owner-Contractor Agreement unless otherwise stated.

§ 1.1.9 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.10 Initial Decision Maker. The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In the event of inconsistencies within or between parts of the Contract Documents, the Contractor shall (1) provide the better quality of Work or (2) comply with the more stringent requirement; either or both in accordance with the Architect's interpretation. The terms and conditions of the Subparagraph 1.2.1, however shall not relieve the Contractor of any of the obligations set forth elsewhere in this Agreement. All work shall conform to the Contract Documents. No significant change therefrom shall be made without prior written authorization by the Owner. Where only part of the Work is indicated, similar parts shall be considered repetition. When any detail is shown and the components therefore are fully described, similar details shall be construed to require the same materials and construction. Items required by either the Drawings or the Specifications and not mentioned in the other shall be of like effect as if shown or mentioned in both. Should the Specifications and Drawings fail to particularly describe a product or material shown to be used in any place, the Contractor shall furnish the product that would normally be used in that place.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed nor to limit the scope of work performed by any trade or by any Subcontractor or supplier. Such separations shall not operate to make the Architect an arbiter to establish limits of work between Subcontractors or between Contractor and Subcontractor.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.4 Reference to "match existing" in Contract Documents refer to existing finishes, materials, details, and qualities which have been used in adjacent portions of existing facilities. Material designations or details not specifically shown shall either match existing or be similar in finish, material or quality to similar adjacent conditions.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Owner, Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

(Paragraph deleted)

§ 1.5.2 The Owner, Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization, other than change orders adjusting the Contract Sum.. And except as otherwise provided in Section 4.2.1, the Construction Manager and the Architect do not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

(Paragraph deleted)

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Omitted.

(Paragraph deleted)

§ 2.2.3 Omitted.

(Paragraph deleted)

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. Unless otherwise provided under the Contract Documents, the Owner, assisted by the Construction Manager, shall secure and pay for the building permit.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 The Owner shall retain a construction manager adviser lawfully practicing construction management in the jurisdiction where the Project is located. That person or entity is identified as the Construction Manager in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.4 If the employment of the Construction Manager or Architect terminates, the Owner shall employ a successor construction manager or architect to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Construction Manager or Architect, respectively.

§ 2.3.5 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.6 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.7 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3.8 The Owner shall forward all communications to the Contractor through the Construction Manager. Other communication shall be made as set forth in Section 4.2.6.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3. Such order or stoppage by the Owner shall not constitute grounds for contract termination by the Contractor under Article 14 and shall not be the basis of Time Extensions by the Contractor under Article 8.3.

§ 2.5 Owner's Right to Carry Out the Work

§ 2.5.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both

subject to review by the Construction Manager and prior approval of the Architect, and the Construction Manager or Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Construction Manager's and Architect's and their respective consultants' additional services made necessary by such default, neglect, or failure, including attorneys' fees incurred by Owner. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

§ 2.5.2 The rights stated in this Article 2 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner or Contractor (1) granted in the Contract Documents; (2) law; or (3) in equity.

§ 2.5.3 In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work. The Owner assumes no responsibility for liability for the safety of the Project site. The Contractor shall be solely responsible for providing a safe place for the performance of the Work; provided that the Owner shall be responsible for, and the Contractor shall upon discovery notify the Owner of, any unsafe condition created by the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager or Architect in their administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

The Contractor shall rely on its own knowledge and its review and interpretation of the Contract Documents and data provided in entering the Contract and not the representations of the Owner or other persons. The Contractor acknowledges that quantities provided in the Contract Documents are estimates only and Contractor shall not seek additional compensation or adjustment in price based on a variation in actual quantities.

Prior to execution of the Contract, the Contractor and each Subcontractor shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation, (i) the location, condition, layout, and nature of the Project site and surrounding areas, (ii) generally prevailing climatic and seasonal conditions, (iii) anticipated labor supply and costs, and (iv) availability and cost of materials, tools, and equipment.

The location of existing features shown on plans is intended for general information only. The Contractor, alone, is responsible for accurate determination of the location of all structures, and shall not be entitled to any extra payment for discrepancies between the Work as shown in the Contract Documents and existing conditions.

The locations, depths and data as to underground conditions have been obtained from records, surface indications and data furnished by others. Information furnished is solely for the convenience of the Contractor without any warranty, expressed or implied as to its accuracy or completeness. The Contractor shall verify all existing conditions prior to commencing the Work. The Contractor shall make no claim against the Owner or Architect with respect to the accuracy or completeness of such information if the conditions found after commencement of the Work are different from those as indicated.

The Contractor shall be solely responsible for the conditions which develop during construction and in the event any structure is dislocated, or over strained, or damaged so as to affect its usefulness, the Contractor shall correct or repair any dislocations, over strains or damages caused.

The Contractor is responsible for restoration and/or repair of utilities, private property, buildings, pavement, walkways, roads, etc. damaged by its activities during the performance of its Work.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.5, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Construction Manager in such form as the Construction Manager and Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

The Contractor shall assume full responsibility for accuracy of measurements obtained at the site. No extra compensation will be allowed because of differences between actual measurements and dimensions indicated on the Drawings, nor for Contractor's failure to coordinate work with actual field measurements.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Construction Manager and Architect any nonconformity discovered by or made known to the Contractor as a request for information submitted to Construction Manager in such form as the Construction Manager and Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.2.5 The Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of the Owner. The Contractor shall report to the Architect whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention for the work to be performed in schools. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner, the Construction Manager, and the Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. The Construction Manager shall review the proposed alternative for sequencing,

constructability, and coordination impacts on the other Contractors. Unless the Architect or the Construction Manager objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of the Project already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 The Contractor shall employ a licensed surveyor to locate and stake out the Work and establish necessary reference and bench marks. The contractor shall work from established bench marks and reference points, layout and correctly establish all lines, levels, grades and locations of all parts of their own Work and be responsible for their accuracy and proper correlation with Work and established data.

§ 3.3.5 Prohibitions: There shall be no use of tobacco products, alcohol or illegal drugs at the construction site. No weapons are permitted at the construction site. Contractor and its agents shall refrain from the use of profanity or dressing in any way that is disrespectful or harassing to legally protected groups, including, but not limited to race, color, sex, age, disability, religion, national orientation or sexual orientation.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

- .1 All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Contract Documents.
- .2 Contractor shall confine construction equipment, the storage of materials and equipment and the operations of all workers to areas permitted by law, ordinances, permits or the Contract Documents, and shall not disturb the premises more than required for the proper performance of the Work and/or permitted in writing by the Owner.
- .3 Contractors and Subcontractors warrant that they have good title to all materials used in performing Work on this Contract.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the prior written consent of the Owner, after evaluation by the Architect, in consultation with the Construction Manager, and in accordance with a Change Order or Construction Change Directive.

After the Contract has been executed, the Owner and Architect will consider requests for the substitution of products in place of those specified only if the Contractor satisfies the procedural requirements set forth in the General Requirements (Division 01) of the Specifications. By making requests for substitutions, the Contractor:

- .1 Represents that it has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
- .2 Represents that it will provide the same warranty for the substitution as it would have provided for the product specified;
- .3 Certifies that the cost data presented is complete and includes all related costs for the substituted product and for Work that must be changed as a result of the substitution, except for the Architect's redesign costs, and waives all claims for additional costs related to the substitution that may subsequently be incurred by the Contractor; and
- .4 Shall coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

§ 3.4.2.1 The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect for reviewing the Contractor's proposed substitutions and making agreed upon changes in the Drawings and Specifications resulting from such substitutions. The Owner may seek reimbursement pursuant to the procedures set forth in § 9.5.1.

§ 3.4.2.2 The Contractor shall bear all expenses resulting from substitutions including the cost General Conditions as well as any structural, plumbing, mechanical and electrical trade costs made necessary by the substitution.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.4.4 The Owner shall have the right, but not the obligation, to require the Contractor to remove and replace, with a person acceptable to Owner, promptly after notice from Owner, any employee of Contractor or Subcontractor who: (1) has engaged in conduct on Owner's property that is contrary to the requirements of any applicable law, the Contract Documents, or any rule or directive of Owner relating to conduct on Owner's property; or (2) is incapable of fulfilling its responsibilities in connection with the Project.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner, Construction Manager, and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Construction Manager or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

§ 3.6.1 Owner is exempt from payment of federal, state, and local Sales and Compensation Use Taxes on all supplies and materials incorporated into and becoming an integral component part of the structures, buildings, or real property pursuant to this Contract. Such taxes are therefore not to be included in the Contractor's bid or Contract Sum. Owner shall deliver to Contractor the appropriate exemption certificate required to be supplied by the Owner, and Contractor and its Subcontractors and materialmen shall be solely responsible for obtaining and delivering any and all exemption or other certificates and for furnishing a Contractor Exempt Purchase Certificate or other appropriate certificates to all persons, firms, or corporations from whom they purchase supplies, materials, and equipment for the performance of the Work.

§ 3.7 Permits, Fees, Notices, and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Owner, assisted by the Construction Manager, shall secure and pay for the building permit. The Contractor shall secure and pay for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

- .1 The Contractor shall promptly deliver copies of such documents to the Owner.
- .2 If in connection with the Project, the Owner has obtained certain permits, licenses or agreements for the Project, the Owner will furnish copies of these documents to the Contractor. It is the Contractor's responsibility to comply with any conditions or limitations placed on the Project by these permits. The Contractor shall fully cooperate with the Owner in meeting the permit requirements and accommodations of regulatory inspections / directives.

(Paragraph deleted)

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor fails to give such notices as applicable to the performance of the Work, the Contractor shall be liable for and shall indemnify and hold harmless the Owner against any and all resulting fines, penalties, judgments or damages, including

reasonable attorney fees, imposed on or incurred by the parties indemnified, as a result of such failure by the Contractor.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide written notice to the Owner, Construction Manager, and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect and Construction Manager will promptly investigate such conditions and, if the Architect, in consultation with the Construction Manager, determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect, in consultation with the Construction Manager, determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner, Construction Manager, and Contractor, stating the reasons. If the Owner or Contractor disputes the Architect's determination or recommendation, either party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify in writing, the Owner, Construction Manager, and Architect. Upon receipt of such written notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner, but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.7.6 Upon completion of the Work, the Contractor shall deliver to the Construction Manager original copies of all required final certificates of inspection, the Certificate of Occupancy, the other documents evidencing that inspections required by authorities having jurisdiction over the Work have been performed

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents

- .1 Contingency Allowances shall cover the direct cost to the Contractor for labor, materials and equipment, including delivery, unloading, storage, handling and installation. They do not include the Contractor's overhead and profit, including the costs of bonds, insurance, administration and supervision, which costs shall be included as part of the Contract Sum, but not in the allowance.

§ 3.8.2

(Paragraphs deleted)

Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

(Paragraph deleted)

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site full-time during performance of the Work. The superintendent shall be the same individual throughout the duration of the project. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

The Contractor's superintendent shall not be removed from this Project until the Project punch list has been completed and the Project has been accepted by the Owner. Unless approved otherwise by the Owner in advance, the

Contractor's superintendent shall be assigned solely to this Project and shall not perform any duties or superintendence on any other Project until completion of this Project.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect, through the Construction Manager, of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor, stating whether the Owner, the Construction Manager, or the Architect (1) has reasonable objection to the proposed superintendent or (2) require additional time for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner, Construction Manager, or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information, and the Construction Manager's use in developing the Project schedule, a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Contractors, or the construction or operations of the Owner's own forces or Separate Contractors and so as not to interfere with the Owner's operations.

§ 3.10.1.1 The Construction Schedule shall be a Critical Path Method (CPM) type of schedule, consisting of: (1) a single critical path delineation and other sequencing, and early and late start, float, and completion dates for each activity; and (2) milestones, interrelationships, and restraints for all activities, including Owner-awarded contracts through the date of Project completion. The Construction Schedule must show all activities necessary for Substantial and Final Completion as defined in Section 9.8, Section 9.10, and elsewhere in the Contract Documents.

§ 3.10.1.2 When the Construction Schedule is complete, the Contractor, after consultation with all Subcontractors and material suppliers, shall confirm in writing to the Architect that the Construction Schedule is reasonable and achievable by the Contractor, subject to any extensions of time as provided for elsewhere in the Contract Documents. The Contractor shall thereafter give prompt specific notice to the Owner and the Architect of any change in the logic of the Construction Schedule or any part thereof, the removal of any restraints, or the reduction of any durations.

§ 3.10.1.3 Periodic meetings will be held at least monthly or at more frequent times, as required by the Work, to assess the state of the completion of the Project and to update the Construction Schedule as necessary. In advance of each such meeting, Contractor shall provide the Construction Manager, Architect and the Owner a written status report identifying whether the Work is on schedule in accordance with the Construction Schedule or whether there are anticipated or potential delays to any critical path elements in the construction of the Work (in which event Contractor shall provide notice and an analysis as reasonably requested by the Construction Manager, Architect or the Owner).

§ 3.10.1.4 The Construction Schedule shall be revised at least monthly or at more frequent times as required by conditions of the Work, and shall provide for expeditious and practicable execution of the Work consistent with the Contract Time. The Architect, Construction Manager and Owner shall be provided copies of the Construction Schedule as periodically updated and in electronic format, as maintained by the Contractor.

§ 3.10.1.5 In the event that any updated Construction Schedule indicates a projected Substantial Completion date that is more than thirty (30) days after the required Substantial Completion date (as the same may be extended by Change Order for Excusable Delay), the Owner shall have the right to direct the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation, (1) working additional shifts or overtime, (2) supplying additional manpower, equipment, facilities, (3) rescheduling activities, and (4) other similar measures (hereinafter referred to collectively as "Recovery Measures"). Such Recovery Measures shall continue until

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the progress of the Work complies with the state of completion required by the Construction Schedule. The Owner's right to require Recovery Measures is solely for the purpose of ensuring the Contractor's compliance with the Construction Schedule.

- .1 The Contractor shall not be entitled to seek an adjustment in the Contract Sum in connection with Recovery Measures required by the Owner, unless they are incurred by Contractor as directed in writing by the Owner to mitigate or offset an Excusable Delay.
- .2 The Owner may exercise the rights furnished to the Owner under or pursuant to this Subparagraph 3.10.1.5 as frequently as is reasonably necessary to ensure that the Contractor's performance of the Work will comply with any milestone date or completion date set forth in the Construction Schedule.

§ 3.10.1.6 The Contractor is solely responsible for the timing, sequencing coordination, and supervision of the work in accordance with the approved Construction Schedule. Review or approval of the initial Construction Schedule and subsequent reviews of the Construction Schedule by the Architect, Construction Manager, and Owner do not operate to imply agreement by the Architect, Construction Manager or Owner that the means and methods of planning of the Work utilized by the Contractor are adequate or will accomplish the Work in the time shown on the Construction Schedule. The Contractor shall take all actions necessary to ensure the Work's successful planning and execution within the stipulated Contract Time. Additionally, review or approval of the Construction Schedule by the Owner or its consultants shall not make the Owner or its consultants responsible for Contractor's scheduling obligations or the accuracy of the Construction Schedule prepared by the Contractor.

§ 3.10.1.7 The Contractor represents to the Owner that the initial Construction Schedule and all subsequent Construction Schedules (including updates and amendments) have been prepared in good faith and are accurate to the best of the Contractor's knowledge.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Construction Manager's and Architect's approval. The Architect and Construction Manager's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Construction Manager and Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in the Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall participate with other Contractors, the Construction Manager, Architect and the Owner in reviewing and coordinating all schedules for incorporation into the Project schedule that is prepared by the Construction Manager. The Contractor shall make revisions to the construction schedule and submittal schedule as deemed necessary by the Construction Manager, Architect and the Owner to conform to the Project schedule.

§ 3.10.4 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner, Construction Manager, and Architect, and incorporated into the approved Project schedule.

§ 3.10.5 The Owner shall have the reasonable right to direct rescheduling of any date or time for the performance of any part of the Work that may interfere with the operation of the Owner's premises or any tenants or invitees, thereof. The Contractor shall, upon the Owner's reasonable request, reschedule any portion of the Work affecting operation of the premises during hours when the premises are not in operation.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Construction Manager, Architect, and Owner, and delivered to the Construction Manager for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data, and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

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§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged. Contractor shall submit samples requiring color or finish selection in a single, coordinated submittal. The Architect will issue no color or finish schedule until all samples and other data necessary for making complete color selections for the project are received.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect and Construction Manager is subject to the limitations of Sections 4.2.10 through 4.2.12. Informational submittals upon which the Construction Manager and Architect are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Construction Manager or Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Construction Manager, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the Project submittal schedule approved by the Construction Manager and Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other Contractors, Separate Contractors, or the Owner's own forces or Separate Contractors, or interfere with the Owner's operations. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples, and similar submittals with related documents submitted by other Contractors.

The Architect shall have no responsibility to review any Shop Drawings, Product Data, Samples or similar submittals unless and until the Contractor has submitted and received back from the Construction Manager and Architect approved reviewed submittal schedule as required under Section 3.10.2. In addition, it is not the Architect's responsibility to ensure that all required Shop Drawings, Product Data, Samples or similar submittals that are required to be submitted and reviewed under the Contract Documents are submitted by the Contractor. Submissions of Shop Drawings, Product Data, Samples or similar submittals is solely the Contractor's responsibility.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner, Construction Manager, and Architect, that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been reviewed and commented on by the Architect.

§ 3.12.8 The Work shall be in accordance with the reviewed submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's review of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Construction Manager and Architect of such deviation at the time of submittal and (1) the Architect has indicated in writing that there is no exception to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's review thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Construction Manager and Architect on previous submittals. In the absence of such notice, the Architect's action of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of

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the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner, the Architect, and the Construction Manager shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Construction Manager shall review submittals for sequencing, constructability, and coordination impacts on other Contractors.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Construction Manager and Architect at the time and in the form specified by the Architect.

§ 3.12.11 The Architect's review of the Contractor's submittals will be limited to examination of an initial submittal and one (1) resubmittal. The Owner is entitled to obtain reimbursement from the Contractor for amounts paid to the Architect for evaluation of additional resubmittals.

§ 3.13 Use of Site

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

- .1 Due to the site constraints, only materials and equipment that are to be used in the Work shall be brought to and stored on the Project site by the Contractor in areas designated and approved by the Owner. The Contractor is prohibited from storing hazardous material at the site, including but not limited to fuel, oil and other products. After materials and equipment are no longer required for the Work, they shall be promptly removed from the Project site and the Project site shall be broom cleaned and restored to the condition that existed prior to Contractor's use of the Project site for storage. Protection of materials and equipment stored at the Project site from weather, theft, damage, and all other adversity, including the safe storage of such materials and equipment is solely the responsibility and liability of the Contractor. The Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and adjacent areas..
- .2 The Contractor shall not permit any workers to use existing facilities at the Project site, including, without limitation, lavatories, entrances and parking areas other than those designated and approved by the Owner.
- .3 The Contractor shall comply with all rules and regulations promulgated by the Owner or any state federal or local laws rules and regulations in connection with the use and occupancy of the Project site and the Building, as amended from time to time. The Contractor shall immediately notify the Owner in writing if during the performance of the Work, the Contractor finds compliance with any portion of such rules and regulations to be impracticable, setting forth the problems of such compliance and suggesting alternatives through which the same results intended by such portions of the rules and regulations can be achieved. The Owner may, in the Owner's sole discretion, adopt such suggestions, develop new alternatives, or require compliance with the existing requirements of the rules and regulations.
- .4 In the event that the Contractor violates the restrictions policies rules, laws regulations regarding the use of the Owner's site and buildings, the Owner can rescind the approval for the Contractor to store materials and equipment on the site. Upon such rescission, the Contractor must immediately remove such material and equipment from the Owner's site.

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§ 3.13.2 The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Construction Manager before using any portion of the site.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner, Separate Contractors, or of other Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner, Separate Contractors, or by other Contractors except with written consent of the Construction Manager, Owner, and such other Contractors or Separate Contractors. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Separate Contractors, other Contractors, or the Owner, its consent to cutting or otherwise altering the Work.

§ 3.14.3 All cutting and patching work shall be done by the Contractor (or through the appropriate Subcontractor). Patches in finish surfaces shall match the adjacent surfaces in material, finish, detail, and quality. Patches in fire rated construction or construction required to be smoke tight shall be made in conformance with assemblies designed and tested by agencies recognized by governing codes. Any UL rated fire safety materials, flanges, or other materials required by Code, the Contract Documents, or manufacturers installation instructions for devices penetrating the work affected shall be applied and installed by an approved firestop subcontractor or qualified personnel from the applicable trade.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract and the Contractor shall maintain its tools, construction equipment, machinery, and surplus materials from and about the Project in a neat and orderly fashion. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project and return the site to the condition that existed before the work commenced.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner, or Construction Manager with the Owner's approval, may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner, Construction Manager, and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner, Construction Manager, and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner, Architect, or Construction Manager. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect through the Construction Manager.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Construction Manager, Architect, Construction Manager's and Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or

not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 The Construction Manager is the person or entity retained by the Owner pursuant to Section 2.3.3 and identified as such in the Agreement.

(Paragraph deleted)

§ 4.2 Administration of the Contract

§ 4.2.1 The Construction Manager and Architect will provide administration of the Contract as described in the Contract Documents and will be the Owner's representatives during construction until (1) 90 days after issuance of the State Education Department's Certificate of Substantial Completion or issuance of the Final Project Certificate for Payment, whichever is later, and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Section 12.2.. t. The Construction Manager and Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect will keep the Owner and the Construction Manager reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and Construction Manager known deviations from the Contract Documents and defects and deficiencies observed in the Work.

§ 4.2.2.1 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for site visits made necessary by the fault of the Contractor to maintain the Project Schedule or for defects and deficiencies in the Work. The Owner may seek reimbursement pursuant to the procedures set forth in § 9.5.1.

§ 4.2.3 The Construction Manager shall provide one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. The Construction Manager will determine in general if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner and Architect reasonably informed of the progress of the Work, and will promptly report to the Owner and Architect known deviations from the Contract Documents and the most recent Project schedule, and defects and deficiencies observed in the Work.

§ 4.2.4 The Construction Manager will schedule and coordinate the activities of the Contractor and other Contractors in accordance with the latest approved Project schedule.

§ 4.2.5 The Construction Manager, except to the extent required by Section 4.2.4, and Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the

Architect will have control over or charge of, or be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 4.2.6 Communications. The Owner shall communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with other Contractors shall be through the Construction Manager. Communications by and with the Owner's own forces and Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.7 The Construction Manager and Architect will review and certify all Applications for Payment by the Contractor, in accordance with the provisions of Article 9.

§ 4.2.8 The Architect and Construction Manager have authority to reject Work that does not conform to the Contract Documents, and will notify each other in writing about the rejection. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, upon written authorization of the Owner, whether or not the Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons performing any of the Work.

§ 4.2.9 Utilizing the submittal schedule provided by the Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from other Contractors, the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

§ 4.2.10 The Construction Manager will receive and promptly review for conformance with the submittal requirements of the Contract Documents, all submittals from the Contractor such as Shop Drawings, Product Data, and Samples. Where there are other Contractors, the Construction Manager will also check and coordinate the information contained within each submittal received from the Contractor and other Contractors, and transmit to the Architect those recommended for approval. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Construction Manager represents to the Owner and Architect that the Construction Manager has reviewed and recommended them for approval. The Construction Manager's actions will be taken in accordance with the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect.

§ 4.2.11 The Architect will review the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager.

§ 4.2.12 Review of the Contractor's submittals by the Construction Manager and Architect is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Construction Manager and Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Construction Manager and Architect's review shall not constitute approval of safety precautions or of

any construction means, methods, techniques, sequences, or procedures. The Architect's review of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.13 The Construction Manager, with the assistance of the Architect, will prepare Change Orders and Construction Change Directives.

§ 4.2.14 The Construction Manager and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7, and the Architect will have authority to order minor changes in the Work as provided in Section 7.4. The Architect, in consultation with the Construction Manager, will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.15 Utilizing the documents provided by the Contractor, the Construction Manager will maintain at the site for the Owner one copy of all Contract Documents, approved Shop Drawings, Product Data, Samples, and similar required submittals, in good order and marked currently to record all changes and selections made during construction. These will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the Project.

§ 4.2.16 The Construction Manager will assist the Architect in conducting site visits to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion in conjunction with the Architect pursuant to Section 9.8; and receive and forward to the Owner for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10. The Construction Manager will forward to the Architect a final Application and Certificate for Payment or final Project Application and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

(Paragraph deleted)

§ 4.2.18 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractor through the Construction Manager. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.19 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions so rendered in good faith.

(Paragraph deleted)

§ 4.2.21 The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Architect, with the Construction Manager's recommendation. The Architect will review and respond in writing, through the Construction Manager, to requests for information about the Contract Documents. The Construction Manager's recommendation and the Architect's response to each request will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

- .1 The Contractor's request for information shall be prepared and submitted in accordance with the General Requirements (Division 01 of the Specifications) on the form included therein or as otherwise approved in advance. The Construction Manager will return requests for information that do not conform to requirements of the Contract Documents.
- .2 The Architect's response to a request for information (RFI), or issuance of a clarification or interpretation shall be considered an interpretation, clarification, supplemental information or an order for a minor change in the Work not involving an adjustment in Contract Sum or extension of Contract Time and not inconsistent with the intent of the Contract Documents, and shall be binding, unless indicated otherwise in the Architect's response to the RFI.

§ 4.2.22. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include other Contractors or Separate Contractors or the subcontractors of other Contractors or Separate Contractors.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, but prior to the first Application for Payment, shall notify the Construction Manager, for review by the Owner, Construction Manager and Architect, of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor whether the Owner, the Construction Manager or the Architect (1) has reasonable objection to any such proposed person or entity or, (2) requires additional time for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection.

The listing required by this Section shall be submitted to the Construction Manager no later than 30 days from the date of the Agreement. This list shall include the names of manufacturers, suppliers, and installers proposed for each of the products, equipment, and materials to be incorporated into the project.

The Contractor shall furnish upon request adequate data on any named entity on the list in order to permit the Construction Manager, Architect and the Owner to conduct a proper evaluation. Failure to object to a manufacturer shall not constitute a waiver of any of the requirements of the Contract Documents and all products furnished by the listed manufacturer must conform to such requirements.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner, Construction Manager or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner, Construction Manager or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Construction Manager or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner, Construction Manager or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, that the Contractor, by these Contract Documents, assumes toward the Owner, Construction Manager and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor

so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.1 The division of the Specifications into sections is not intended to control the Contractor in dividing the work among subcontractors nor to limit the scope of work performed by any trade under a given section. The Architect will not undertake to settle any differences between the Contractor and its Subcontractors as to the responsibility for completing all Work in the Specifications. It shall be entirely the Contractor's responsibility to properly coordinate and complete all the Work described in the Specifications whether performed by the Contractor or its Subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract, provided that the Owner shall not be under any obligation to compensate the Subcontractor with respect to amounts that the Owner has already paid to the Contractor for such Subcontractor's work.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation may be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor Contractor or other entity. If the Owner assigns the subcontract to a successor Contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor Contractor's obligations under the subcontract.

§ 5.4.4 Nothing in the Contract Documents shall be deemed to create any contractual relationship between any Subcontractor of any tier and the Owner, or between the General Contractor or Subcontractor of any tier and the Architect.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction with Own Forces and to Award Other Contracts

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, which include persons or entities under separate contracts not administered by the Construction Manager, and to award other contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.3 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner's own forces, Separate Contractors, Construction Manager and other Contractors opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner's own forces, Separate Contractors or other Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Construction Manager and Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor or other Contractors that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Construction Manager and the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's or other Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractors or other Contractors that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs, including costs that are payable to a Separate Contractors or to other Contractors, because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of delays, improperly timed activities, damage to the Work or defective construction by the Owner's own forces, Separate Contractors, or other Contractors.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction, or to property of the Owner, Separate Contractors, or other Contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner, Separate Contractors, and other Contractors shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, other Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Construction Manager, with notice to the Architect, will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Construction Manager, Architect and Contractor. A Construction Change Directive requires agreement by the Owner, Construction Manager and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.1.4 Unless otherwise agreed to in writing by the Owner and the Contractor, the combined overhead and profit that shall be included in the total cost (or credit) to the Owner for a Change in the Work shall be based on the following schedule:

- .1 For the Contractor, for Work performed by the Contractor's own forces:
 - a. 15% on the first \$25,000 of the change order direct cost of self-performed work,
 - b. 10% on the portion of the change order direct cost of self-performed work between \$25,000 and \$50,000 and
 - c. 7.5% on the portion of the change order direct cost of self-performed work between \$50,000 and \$200,000 and
 - d. 5% on the portion of the change order direct cost of self-performed work greater than \$200,000.
- .2 For the Contractor, for Work performed by the Contractor's Subcontractor five percent (5%) of the amount due the Subcontractor.
- .3 For each Subcontractor involved, for Work performed by that Subcontractor's own forces, fifteen percent (10%) of the cost.
- .4 For each Subcontractor involved, for Work performed by the Subcontractor's Sub-subcontractors, five percent (5%) of the amount due the Sub-subcontractor.
- .5 Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.7 and shall be itemized (including labor costs).

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Construction Manager and signed by the Owner, Construction Manager, Architect, and Contractor, stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 A Change Order, when issued, shall be full compensation, or credit, for the extra Work performed, omitted, or substituted. It shall show on its face, any adjustment in time for completion of the Project as a result of the Change in the Work. Each Change Order shall include all costs related thereto, including all overhead, miscellaneous expenses, and incidentals.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Construction Manager and signed by the Owner, Construction Manager and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.
- .5 Calculation of overhead and profit shall be consistent with Section 7.1.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Construction Manager shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless

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otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Construction Manager and Architect directly related to the work;
- .2 Costs of materials, supplies, and equipment, including cost of transportation (which does not include transportation for the normal commute to work) to the Project site, and directly related to the Work,, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others and equipment normally encumbered to perform the work;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision by the Site Superintendent directly attributable to the change, if the change requires an extension of time beyond that time indicated in the Contract.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Construction Manager of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum and/or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and/or Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Construction Manager and Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured in accordance with Section 7.1.4.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Construction Manager and Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Construction Manager and Architect determine to be reasonably justified. The interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Construction Manager and Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Construction Manager shall prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Construction Manager and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Construction Manager that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8. The Work of this Project shall be substantially complete on or before the dates indicated in Milestone Construction Schedule for those portions of the Work so stipulated. Actual damages may be assessed by the Owner, including additional fees assessed by the Architect and Construction Manager, if specified completion dates are not adhered to by the Contractor.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of the bonds and the insurance required to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such bonds and insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner, Architect, Construction Manager, or an employee of any of them, or of the Owner's own forces, Separate Contractors, or other Contractors; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the; or (5) by other causes that the Contractor asserts and the Architect, based on the recommendation of the Construction Manager, determines justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

(Paragraphs deleted)

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15; however, The Contractor's Claims, if any, for any increase in Contract Time must be made in accordance with the time requirements of this Section. Claims for an increase in Contract Time must be made in writing to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims must be initiated within seven (7) days after the Contractor has notice of the delay (initial notice). Thereafter, the Contractor must provide full details and support documentation with regard to the cause of the delay within twenty-one (21) days of the initial notice of the delay. If either the initial notice or the supporting documentation is not submitted to the Initial Decision Maker with a copy to the Architect, if the Architect is not the Initial Decision maker, in writing within the time periods prescribed in this Section, the Claim for an increase in Contract Time shall be waived. If the cause for the delay is a continuing one then only one Claim is necessary. The Contractor's supporting documentation to the Initial Decision Maker and/or Architect shall include an estimate of cost, if any, and of the probable effect of the delay on the progress of the Work and the Project Schedule.

§ 8.3.3. The Owner shall not be liable to the Contractor and/or any subcontractor for claims or damages of any nature caused by or arising out of delays. Unless expressly provided otherwise in the Contract Documents, an extension of the Contract Time, to the extent permitted under Subparagraph 8.3.1 shall be the sole remedy of the contractor and/or any subcontractor for any (1) delay in the commencement, prosecution, or completion of the Work, (2) hindrance or obstruction in the performance of the work, (3) loss of productivity, or (4) other similar claims (collectively referred to in this Subparagraph 8.3.3 as "Delays") whether or not such Delays are foreseeable. The sole remedy against the Owner for delays shall be the allowance of additional time for completion of the Work, the amount of which shall be subject to the claims procedure set forth herein. Except to the extent, if any, expressly prohibited by law, the Contractor expressly agrees not to make and hereby waives any claim for damages for delay, including, but not limited

to, those resulting from increased labor or material costs; directions given or not given by the Owner, Construction Manager or Architect, including scheduling and coordination of the Work; the Architect's preparation of drawings and specifications or review of shop drawings and requests for instruction(s); or, on account of any delay, obstruction or hindrance for any cause whatsoever by the Owner, Construction Manager, Architect, or any other contractor on the project, whether or not foreseeable or anticipated. The Contractor agrees that its sole right and remedy therefor shall be an extension of time, if appropriate.

IT IS EMPHASIZED THAT NO MONETARY RECOVERY MAY BE OBTAINED BY THE CONTRACTOR FOR DELAY AGAINST THE OWNER, CONSTRUCTION MANAGER, OR ARCHITECT BASED ON ANY REASON AND THAT THE CONTRACTOR'S SOLE REMEDY, IF APPROPRIATE, IS ADDITIONAL TIME.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

The Contractor shall submit a schedule of values to the Construction Manager, before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Construction Manager and the Architect. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. The Construction Manager shall forward to the Architect the Contractor's schedule of values. Any changes to the schedule of values shall be submitted to the Construction Manager and supported by such data to substantiate its accuracy as the Construction Manager and the Architect may require, and unless objected to by the Construction Manager or the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.2.1 The Contractor and each Subcontractor shall prepare a trade payment breakdown for the work for which it is responsible, such breakdown being submitted on a uniform standardized form reasonably approved by the Architect and Owner (AIA G703). The form shall be divided in detail sufficient to exhibit area, floors, and/or sections of the Work, and/or by convenient units and shall be updated as required by either the Owner or the Architect as necessary to reflect (1) description of Work (listing labor and material separately), (2) total value, (3) percent of the work completed to date, (4) value of the work completed to date, (5) percent of previous amount billed, (6) previous amount billed, (7) current percent completed, and (8) value of Work completed to date. Any trade breakdown that unreasonably fails to include sufficient funds shall be withheld from future Applications for Payment to ensure an adequate reserve (including of normal retainage) to complete the Work.

§ 9.3 Applications for Payment

§ 9.3.1 At least fifteen days before the date established for each progress payment, the Contractor shall submit to the Construction Manager an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner, Construction Manager or Architect require, such as copies of requisitions, and releases of waivers of lien from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

The form Application for Payment, duly notarized, shall be the most recent authorized edition of AIA Document G732, Application and Certificate for Payment, supported by the most recent authorized edition of AIA Document G703, Continuation Sheet.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Construction Manager and Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.1.3 Each Application for Payment shall be submitted electronically and in four (4) hard copies and shall be accompanied by the following, in all form and substance reasonably satisfactory to the Owner; (1) a current conditional Contractor's waiver of claims and liens, and duly executed an acknowledged sworn statement showing all Subcontractors and material suppliers with whom the Contractor has entered into subcontracts, the amount of each such subcontract, the amount requested for any Subcontractor and material supplier in the requested progress payment, and the amount to be paid to the Contractor from such progress payment together with similar sworn statements from all such subcontractors and material suppliers; (2) duly executed unconditional waivers of claims and liens from all Subcontractors and, when appropriate, from material suppliers and lower tier Subcontractors establishing payment or satisfaction of payment of all amounts requested by the Contractor on behalf of such entities or information and materials required to comply with the requirements Contract Documents or reasonably requested by the Owner or the Architect or required by the Owner's title insurer.

§ 9.3.1.4 Until Substantial Completion, the Owner shall pay the Contractor ninety five percent (95%) of the amount due the Contractor on account of progress payments less an amount necessary to satisfy any claims, liens or judgments against the Contractor, which have not been suitably discharged as determined by the Architect in conjunction with the Construction Manager. Any claims, liens or judgments referred to in this clause shall pertain to the Project and shall be filed in accordance with the terms of the Contract, and applicable laws

§ 9.3.1.5 When the work or major portions thereof as contemplated by the terms of the Contract are substantially complete, the Contractor shall submit to the Construction Manager and Architect a requisition for payment of the remaining amount of the Contract balance. Upon receipt of such requisition, the Owner shall approve and promptly pay the remaining amount of the Contract less two times the value of any remaining items to be completed and an amount necessary to satisfy any claims, liens or judgments against the Contractor, which have not been suitably discharged, as determined by the Architect in conjunction with the Construction Manager. Any claims, liens or judgments referred to in this clause shall pertain to the Project and shall be filed in accordance with the terms of the Contract, and applicable laws

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site. Such payment by the Owner for materials, equipment, fixtures and supplies stored on or off the Site shall not relieve the Contractor of its responsibility to provide reasonable protection of said materials, equipment, fixtures and supplies until their incorporation into the Work. The Owner shall have the right, at any time on reasonable notice to inspect materials and equipment which have been stored off the site in accordance with this paragraph.

§ 9.3.2.1 Proof of insurance for items stored off site and copies of invoices are to be provided with Applications for Payment requesting payment for stored materials.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials and equipment relating to the Work.

§ 9.3.3.1 The Contractor further expressly undertakes to defend the Owner, against any actions, lawsuits, or proceedings brought against the Owner as a result of liens related to the Work. The Contractor hereby agrees to indemnify and hold the Owner harmless against any such liens or claims of liens and agrees to pay any final judgment or lien if the reason for the judgment or lien is the nonpayment by the Owner to Contractor in accordance with the Contract Documents.

§ 9.3.3.2 The Owner shall release any payments withheld due to a lien or claim of lien if the Contractor obtains security acceptable to the Owner or a lien discharge bond that is (1) issued by a surety acceptable to the Owner; (2) in form and substance satisfactory to the Owner, and (3) in an amount required by law to release such lien claim. By posting a lien discharge bond or other acceptable security, however, the Contractor shall not be relieved of any responsibilities or obligations under Subparagraph 9.3.3.1 including without limitation, the duty to defend and indemnify the Owner. The cost of any premiums incurred in connection with such bonds and security shall be the responsibility of the Contractor and shall not be part of, or cause any adjustment to, the Contract Sum.

§ 9.4 Certificates for Payment

§ 9.4.1 Where there is only one Contractor, the Construction Manager will, within seven days after the Construction Manager's receipt of the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect. Within seven days after the Architect receives the Contractor's Application for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Certificate for Payment, in the full amount of the Application for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward to the Contractor the Architect's notice of withholding certification.

§ 9.4.2 Where there is more than one Contractor performing portions of the Project, the Construction Manager will, within seven days after the Construction Manager receives all of the Contractors' Applications for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each of the Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Contractor's application with information from similar applications for progress payments from the other Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the Construction Manager determines is due all Contractors; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 9.4.2.1 Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Project Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Project Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors.

§ 9.4.3 The Construction Manager's certification of an Application for Payment or, in the case of more than one Contractor, a Project Application and Certificate for Payment, shall be based upon the Construction Manager's evaluation of the Work and the data in the Application or Applications for Payment. The Construction Manager's certification will constitute a representation that, to the best of the Construction Manager's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

§ 9.4.4 The Architect's issuance of a Certificate for Payment or, in the case of more than one Contractor, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the Construction Manager, and data in the Application for Payment or Project Application for Payment. The Architect's certification will constitute a representation that, to the best of the Architect's knowledge, information, and belief, the Work

has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

§ 9.4.5 The representations made pursuant to Sections 9.4.3 and 9.4.4 are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Construction Manager or Architect.

§ 9.4.6 The issuance of a Certificate for Payment or a Project Certificate for Payment will not be a representation that the Construction Manager or Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Construction Manager or Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.3 and 9.4.4 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.2. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Construction Manager or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the acts and omissions described in Section 3.3.2 because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor or other Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- .7 repeated failure to carry out the Work in accordance with the Contract Documents; or
- .8 any other reasonable grounds for objection or withholding as provided in the agreement or as permitted by the law.

§ 9.5.2 Omitted

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld. The Owner shall not be deemed in default by reason of withholding payment while any conditions described in 9.5.1 remain.

§ 9.5.4 If the Architect or Construction Manager withholds certification for payment under Section 9.5.1, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Construction Manager, and both will reflect such payment on the next Certificate for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment or Project Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Construction Manager and Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.2.1 The Contractor shall indemnify and hold the Owner harmless from laborers, mechanics and materialmen liens upon the Owner's properties or the premises upon which the work is located, arising out of the work performed or materials furnished by the Contractor or any of its Subcontractors or any material suppliers under the Contract.

§ 9.6.3 The Construction Manager will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Owner, Construction Manager and Architect on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner, Construction Manager nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4. The Owner shall have no obligation to pay or reimburse a Contractor for payments to material and equipment suppliers until materials and supplies have been delivered on site or to an offsite storage facility which is bonded and secured.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

(Paragraphs deleted)

§ 9.8 Substantial Completion

(Paragraph deleted)

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use, and shall require that: (1) the Work is operational and usable for the purposes intended; and (2) all required governmental permits, approvals and temporary or permanent certificates of occupancy have been properly and validly issued. Substantial completion shall not be withheld due to Owner's failure to occupy or use based on any reason that is not the responsibility of the Contractor under the Contract Documents or is caused by circumstances beyond Contractor's control.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify the Construction Manager, and the Contractor and Construction Manager shall jointly prepare and submit to the Architect a comprehensive written list of items to be completed or corrected prior to the Architect's first (1st) inspection. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's punch list, the Architect, assisted by the Construction Manager, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's punch list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect, assisted by the Construction Manager, to determine Substantial Completion.

- .1 The Architect will perform no more than two (2) inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents and will also include any follow-up inspection to confirm *all* open punch list items have been completed for that specific item.. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections pursuant to Section 9.5.1.

§ 9.8.4 When the Architect, assisted by the Construction Manager, determines that the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager will prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion will not be issued until after the Construction Manager, Architect and Owner have determined that: (1) the Work and all systems are operational and otherwise complete and ready for unobstructed, lawful use and occupancy by the Owner; (2) the governmental agency that issued the building permit has issued a certificate of occupancy; (3) all testing (including but not limited to TAB, Envelope, Commissioning, etc.) are completed and required corrections revealed by these tests are completed; (4) the Project has been accepted by each regulatory body having jurisdiction, and (5) the only items of Work remaining to be completed are of a minor nature such as touch-up, adjustments, testing, corrections, and omissions to be remedied, as may appear on the final list made during site visit by the Construction Manager, Architect and Owner.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents. The payment shall be sufficient to increase the total payments to one-hundred percent (100%) of the Contract Sum, less two times the value of any remaining items to be completed and any amount necessary to satisfy claims, liens or judgments against the Contractor which have not been suitably discharged, as determined by the Architect assisted by the Construction Manager.

§ 9.8.6 In the event the Contractor does not achieve final completion within one hundred and twenty (120) days after the date of Substantial Completion, allowing for any approved extensions of the Contract time, Contractor shall not be entitled to any further payment and Contractor agrees that such failure to complete the work within the time set forth above shall constitute a waiver of all claims by the Contractor to any money that may be due. This provision shall not operate as a waiver by the Owner of any claims or remedies of any nature against the Contractor arising out of the Contract.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to

by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor and Construction Manager shall jointly prepare and submit a written list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect after consultation with the Construction Manager.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Construction Manager, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon completion of the Work, the Contractor shall forward to the Construction Manager a notice that the Work is ready for final inspection and acceptance, and shall also forward to the Construction Manager a final Contractor's Application for Payment. Upon receipt, the Construction Manager shall perform an inspection to confirm the completion of Work of the Contractor. The Construction Manager shall make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection, and shall then forward the Contractors' notices and Application for Payment or Project Application for Payment, to the Architect, who will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Construction Manager and Architect will promptly issue a final Certificate for Payment or Project Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Construction Manager's and Architect's final Certificate for Payment or Project Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.1.1 Except with the consent of the Owner and the Contractor's signed agreement to pay for the additional site visits, the Architect will perform no more than two (2) site visits to determine whether the Work or a designated portion thereof has attained Final Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional site visits. The Owner may seek reimbursement pursuant to Section 9.5.1.

§ 9.10.1.2 Neither the final payment nor any remaining retained amount due the Contractor on account of the Contract shall not become due until the Contractor has furnished to the Owner, through the Architect and Construction Manager, completion documents as enumerated below, or as otherwise required in the Contract Documents.

- .1 One (1) hard copy and one electronic Record Set of Drawings showing actual construction of all portions of the Work and incorporating all changes and amendments thereto, as redlined against the 100% Construction Drawings.
- .2 Guarantees and Warranties required by specific Sections of the Specifications.
- .3 Release and Waiver of Claims, conditioned upon Final Payment, by the General Contractor, Subcontractors, Sub-subcontractors and materials suppliers.
- .4 All mechanical and electrical installation, operating and maintenance manuals called for under the Specifications.
- .5 All test reports and certifications required under the mechanical and electrical specifications.
- .6 All forms required to be completed by the Contractor by regulatory governmental agencies with two copies delivered to the Architect.
- .7 Shop Drawing submittals in accordance with Article 3.
- .8 A copy of the unconditional Occupancy Permit or Certificate of Compliance issued by the local Building Inspection Department have Jurisdiction, unless such is not issued for any reason that is

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not the responsibility of the Contractor under the Contract Documents or is caused by circumstances beyond Contractor's control.

- .9 Manufacturer's current detailed installation instructions for fire dampers, ceiling radiation dampers, smoke dampers, and duct smoke detectors as applicable to the Project
- .10 One (1) copy of the equipment operational and maintenance manuals.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, (6), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner and (7) all Project closeout documents per the General Requirements of the Contract. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Construction Manager and Architect so confirm, the Owner shall, upon application by the Contractor and certification by the Construction Manager and Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect through the Construction Manager prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of warranties required by the Contract Documents;
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment; or
- .5 any claims by the Owner in response to claims previously made in writing by the Contractor and remain unsettled at the time of Final Application for Payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of all claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract, including but not limited to any safety protocols required by any local, state or federal laws, rules and regulations, including those necessary to address a pandemic. The Contractor shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other Contractors. The Construction Manager's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager. The Contractors shall provide the Construction Manager with copies of all of its safety protocols. Failure of the Contractor its employees agents and subcontractors to adhere to the

safety protocols, including local, state or federal agency laws, rules and regulations, including those necessary to address a pandemic shall constitute a breach of contract and could result in the shutdown of the job until such violations are remedied. The Contractor shall not be entitled to recover any damages for a shutdown of the work due to said violations.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take precautions for safety of, and shall provide protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby, including the Owner's employees, staff, students and agents;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor;
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction; and
- .4 construction or operations by the Owner, Separate Contractors, or other Contractors.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.2.1 In the event that review, inspection or other action by regulatory agencies or other parties results in the imposition of fines, fees, or other costs due to the failure of the Contractor to comply with said applicable laws, ordinance, rules, regulations and lawful orders, the Contractor shall hold harmless the Owner, owner's Consultants, the Construction Manager, Architect, and Owner's separate contractors, if any, from all consequences arising from the Contractor's non-compliance.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; providing employees personal protective equipment, promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly trained, certified and qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner, Construction Manager and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner, Construction Manager and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor, Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor, the Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor.

(Paragraph deleted)

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

(Paragraph deleted)

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

(Paragraphs deleted)

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below (and such insurance shall be from a company that is A rated or better by A.M Best Company) which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed.
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death or a person or property damage arising out of ownership, maintenance or use of a motor vehicle.

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- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 (or other corresponding Exhibit setting forth the specific insurance requirements) shall be written for not less than limits of liability specified by the Owner or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to the signing of the Contract and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness. The Contractor shall be responsible to assume the cost for all deductibles.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within not less than three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.1.5 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Construction Manager, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner, the Construction Manager and Architect as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.1.6 See Section 00 7250 for additional requirements.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain the Owner's usual liability insurance.

§ 11.2.2 Property Insurance. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.2.2 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the Architect's, Contractor's, and Construction Manager's services and expenses required as a result of such insured loss.

11.2.2

(Paragraph deleted)

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Construction Manager and Construction Manager's consultants; (3) the Architect and Architect's consultants; (4) other Contractors and any of their subcontractors, sub-subcontractors, agents, and employees; and (5) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, other Contractors, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Omitted.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Construction Manager, Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Construction Manager, Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

§ 11.6 Performance Bond and Payment Bond

§ 11.6.1 The Owner shall require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.6.1.1 The Contractor shall furnish bonds covering faithful performance of the contract and payment of obligations arising thereunder. The value of each bond shall be for one-hundred percent (100%) of the Contract Sum. Bonds shall be issued by a bonding company licensed in the State of New York, on AIA Document A312, Performance and Payment Bond.

§ 11.6.1.2 Contractor shall deliver bonds in prior to the execution of the Agreement and they shall be dated the same date as the Agreement.

§ 11.6.1.3 The attorney in fact who executes the required bonds on behalf of the surety, shall affix thereto a certified and current copy of the power of attorney.

§ 11.6.1.4 Status Reports issued by a Bonding Company shall be sent to and completed by the Owner and then returned to the Bonding Company by the Owner.

§ 11.6.1.5 Any additional cost for bonding premium shall not be itemized within individual Change Orders. Adjustments for Contractor's bonding cost shall be adjusted at the end of the Project based on approved executed changes in the Work and the Bonding Company's final adjusted premium at project closeout.

§ 11.6.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Construction Manager's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by either, be uncovered for their examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Construction Manager or Architect has not specifically requested to examine prior to its being covered, the Construction Manager or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Construction Manager or Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion, and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, Construction Manager or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner, Separate Contractors, or other Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the laws of the State of New York. The parties expressly agree that any claim, dispute or other controversy of any nature arising out of the Contract or performance of the Work shall be commenced and maintained in New York State Supreme Court located in Orange County.

§ 13.1.2 The Contractor shall at all times observe and comply with all federal and state laws, and all laws, ordinances, policies and regulations of the Owner, in any manner affecting the work, and all such orders decreed as exist at present and those which may be enacted later, by bodies or tribunals having jurisdiction or authority over the Work, and the Contractor shall indemnify and save harmless the Owner and all its officers, agents or servants against any claim or liability arising from, or based on, a violation of any such law, ordinances, regulation or order, whether by himself or by his employee or agents.

§ 13.1.3 The Contractor specifically agrees as required by Labor Law, Sections 220 and 220-d, as amended that:

1. No laborer, workman or mechanic in the employ of the Contractor, subcontractor or other person doing contracting or contracting to do the whole or any part of the work contemplated by the Contract, shall be permitted or required to work more than eight hours in one calendar day or more than five days in one week, except in the emergencies set forth in the Labor Law.
2. The wages paid for a legal day's work shall not be less than the prevailing rate of wages as defined by law, and
3. The minimum hourly rate of wages to be paid shall not be less than that stated in the Specifications, and any re-determination of the prevailing rate of wages after the Contract is approved shall be deemed to be incorporated herein by reference as of the effective date of re-determination and shall form a part of this Contract. The Labor Law provides that the Contract may be forfeited and no sum paid for any work done thereunder on a second conviction of willfully paying less than:
 - a. the stipulated wage scale as provided in Labor Law, Section 220, Sub-division 3, as amended; or
 - b. the stipulated minimum hourly wage scale as provided in Labor Law, 220-d, as amended.

§ 13.1.4 The Contractor specifically agrees as required by the provisions of Labor Law, Section 220-e, as amended that:

1. In hiring of employees for the performance of work under this Contract or any subcontract hereunder or for the manufacture, sale, or distribution of materials, equipment or supplies, hereunder, no Contractor or Subcontractor nor any person acting on behalf of such Contractor or Subcontractor, shall by reason of race, creed, color, disability, sex, or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
2. No Contractor, Subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee under this Contract on account of race, creed, color, disability, sex, or national origin.

§ 13.1.5 During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status, or domestic violence victim status.
2. If directed to do so by the Owner or the State Commissioner of Human Rights, the Contractor will send to each labor union or representative of workers which with the Contractor has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commissioner of Human Rights, advising such labor union or representative of the Contractor's agreement under clauses (1) through (6) (hereinafter called "non-discrimination clauses"). If the Contractor was directed to do so by the Owner as part of the bid or negation of this Contract, the Contractor shall request such labor union or representative to furnish a written statement that such a labor union representative will not discriminate because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, or marital status, and that such labor union or representative will cooperate, within the limits of its legal contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses and that it consents and agrees that the recruitment, employment and the terms and conditions of employment under this Contract shall be in accordance with the purposes and provision of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the Contractor shall promptly notify the Owner and the State Commissioner of Human Rights of such failure or refusal.
3. If directed to do so by the Owner or the Commissioner of Human Rights, the Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commissioner of Human Rights setting forth the substance of provisions of clauses (1) and (2) and such provision of the State's law against discrimination as the State Commissioner of Human Rights shall determine.
4. The Contractor will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status, or domestic violence victim status.
5. The Contractor will comply with the provisions of Sections 290-299 of the Executive Law, and with the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commissioner of Human Rights under these non-discrimination clauses and such section of the Executive Law, and will permit access to the Contractor's books, records, and accounts by the Owner, the State Commissioner of Human Rights, the Attorney General and the Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses and such sections of the Executive Law Civil Rights Law.
6. This Contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the Owner upon the basis of a finding made by the State Commissioner of Human Rights that the Contractor has not complied with the non-discrimination clauses, and that the Contractor may be declared ineligible for future contracts made by or on behalf of the Owner, the State or a public authority or agency of the State, until the Contractor satisfies the State Commissioner of Human Rights that the Contractor has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such findings may be made by the State Commissioner of the Human Rights after conciliation efforts by the Commissioner have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commissioner, notice thereof has been given to the Contractor to be heard publicly in accordance with the Executive Law.

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Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law,

7. The Contractor shall be responsible to provide sexual harassment and discrimination training to its employees and notify the owner immediately if its staff or employees or those of its subcontractors experience sexual harassment by the Owner's staff.

The Contractor will include the provisions of clauses .1 through .7 in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The Contractor will take action in enforcing such provisions of such subcontract or purchase order as the State Commissioner of Human Rights or the Owner may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved or is threatened with litigation with a subcontractor or vendor as a result of such directions by the State Commissioner of Human Rights or the Owner, the Contractor shall promptly so notify the Owner and the Attorney General requesting the Attorney General to intervene and protect the interests of the State of New York.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Construction Manager, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Construction Manager and Architect timely notice of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Construction Manager, Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Construction Manager and Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Construction Manager and Architect of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by

such failure, including those of repeated procedures and compensation for the Construction Manager's and Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Construction Manager for transmittal to the Architect.

§ 13.4.5 If the Construction Manager or Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Construction Manager or Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

(Paragraphs deleted)

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

(Paragraph deleted)

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon thirty days' written notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner payment for Work properly executed.

§ 14.1.4 If the Work is stopped for a period of 90 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees, or any other persons performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon thirty additional days' notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.
- .5 fails to implement measures that will bring the work into conformity with the approved Project Schedule.
- .6 breaches any warranty made by the Contractor under or pursuant to the Contract Documents; or
- .7 fails to furnish the Owner with assurances satisfactory to the Owner evidencing the Contractor's ability to complete the Work in compliance with all of the requirements of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work. The costs of finishing the Work include, without limitations, all reasonable attorney's fees, additional Architect/Engineering and Construction Manager costs, insurance, additional interest because of any delay in completing the Work, and all other direct and indirect and consequential damages incurred by the Owner by reason of the termination of the Contractors stated herein.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, including the Owner's reasonable attorney fees, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall, upon application, be certified by the Initial Decision Maker after consultation with the Construction Manager, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and the Contract Time may be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1.. No adjustment shall be made to the extent:

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of this Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1

Notwithstanding any other provision to the contrary in this Agreement, the Owner reserves the right at any time and in its absolute discretion to terminate the services of the Contractor and/or the Work for the Owner's convenience and without cause by giving written notice to the Contractor. This termination for the convenience of the Owner provision allows and authorizes the Owner to terminate this Agreement at any time and for any reason whatsoever. This right may be exercised by the Owner in its complete discretion.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In the case of such termination for the Owner's convenience, the Contractor shall be entitled to, and the Owner shall reimburse the Contractor for, an equitable portion of the Contractor's fee based on the portion of the

Work properly completed before the effective date of termination and for any other reasonable costs attributable to such termination. Contractor's entitlement to payment for all such work shall be predicated on its performance of such work in accordance with the Contract Documents as certified by the Architect and Construction Manager. Contractor shall be entitled to no other payment and waives any claim for damages..

§ 14.4.4 The Contractor shall include in each of its subcontracts a clause, similar in effect to the provisions in Paragraph 14.4, allowing the Contractor to terminate the subcontract for its sole convenience, subject only to the payment obligations set forth in Paragraph 14.4.3.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 **Definition.** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents. The Owner may refer a claim to the Construction Manager and or the Architect for their review and assistance; however, such is not required by this Agreement.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by the Contractor must be initiated by written notice to the Owner with a copy sent to the Construction Manager and Architect. Claims by the Contractor must be initiated within twenty-one (21) days after the occurrence of the event giving rise to such Claim or within twenty-one (21) days after the Contractor should have been aware of the condition giving rise to the Claim, whichever is later

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.3.3 Claims by the Contractor must be made by written notice in accordance with the following procedures.

- .1 the Contractor may submit a claim concerning a matter properly noticed in accordance with the time requirements of this Contract set forth in paragraph 15.1.2 and elsewhere;
- .2 failure by the Contractor to furnish the required claim documentation within the time set forth above shall constitute waiver of the Contractor's right to compensation for such claim.
- .3 Contractor shall furnish three (3) certified copies of the required claim documentation. The claim documentation shall be complete when furnished. The evaluation of the Contractor's claim will be based, among other things, upon the Owner's Project Records and the Contractor's furnished claim documentation
- .4 claim documentation shall conform to Generally Accepted Accounting Principles and shall be in the following format:
 - a. general introduction;
 - b. general background discussion
 - c. issues
 - i. index of issues (listed numerically);
 - ii. for each issue:
 - (1) background
 - (2) chronology
 - (3) Contractor's position (reason for Owner's potential liability)
 - (4) supporting documentation of merit or entitlement

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- (5) supporting documentation of damages
- (6) begin each issue on a new page
- d. all critical path method schedules (as-planned, monthly updates, schedule revisions and as-built, along with computer disks of all schedules related to the claim;
- e. productivity exhibits (if appropriate); and
- f. summary of issues and damages.
- .5 supporting documentation of merit for each issue shall be cited by reference, photocopies or explanation. Supporting documentation may include, but shall not be limited to General Conditions, General Requirements, technical specifications, drawings, correspondence, conference notes, shop drawings and submittals, shop drawing logs, survey books, inspection reports, delivery schedules, test reports, daily reports, subcontracts, fragmentary CPM schedules or time impact analyses, photographs, technical reports, requests for information, field instructions and all other related records necessary to support the Contractor's claim.
- .6 supporting documentation of damages for each issue shall be cited, photocopied or explained. Supporting documentation may include, but shall not be limited to, any or all documents related to the preparation and submission of the bid; certified, detailed labor records including labor distribution reports; material and equipment procurement records; construction equipment ownership, cost records or rental records; subcontractor or vendor files and cost records; service cost records; purchase orders; invoices; Project as-planned and as-built cost records; general ledger records; variance reports; accounting adjustment records, and any other accounting material necessary to support the Contractor's claims.
- .7 each copy of the claim documentation shall be certified by a responsible officer of the Contractor in accordance with the requirements of these Contract Documents.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost. If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

(Paragraphs deleted)

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. The Contractor shall accompany the Claim with a written analysis with a proposed revision to the Schedule illustrating the claimed influence of the basis for delay on the critical path of the Work and the applicable deadlines that may be impacted. Contractor will exercise reasonable efforts to mitigate the potential impact of any delay but shall be compensated for any costs associated therewith.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction. The time for performance of this Contract, as set forth in the Construction Schedule, shall include an allowance for delays due to reasonably anticipated adverse weather for the area where the Work is located. For the purpose of establishing that abnormal adverse weather conditions have caused a delay, and determining the extent of delay attributed to such weather conditions, the Contractor shall furnish with its claim, National Oceanic and Atmospheric Administration (NOAA) National Weather Service records of climatic conditions during the same time interval for the previous five (5) years for the locality of the Work; the Contractor's daily job site logs/daily construction reports showing weather, job activities, and the effect

of weather on the progress of the Work; and an impact schedule showing the effects of the weather event on the critical path of the Contractor's Construction Schedule. Time extensions for weather delays and related impact do not entitle the Contractor to extended overhead recovery or to any other monetary compensation associated with that claim unless approved in writing by the Owner.

§ 15.1.6.3 Claims for increase in the Contract Time shall set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of Work, the date upon which each cause of delay ceased to affect the progress of the Work and the number of days increased in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim.

§ 15.1.6.4 The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which have concurrent or interrelated effects on the progress of the Work, or for concurrent delays due to the fault of the Contractor.

§ 15.1.7 Waiver of Claims for Consequential Damages. The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§15.1.8 Claims and Actions Thereon. No claim against the Owner for damages for breach of contract or compensation for extra work shall be made or asserted in any action or proceeding at law, or in equity, unless the Contractor shall have strictly complied with all the requirements relating to the giving of notice and of information with respect to such claims all as provided in this Agreement.

§15.1.9 No Estoppel. Neither the Owner nor any department officer, agent or employees thereof, shall be bound, precluded or estopped by any determination, decision, approval, order, letter, payment or certificate made or given under or in connection with this Contract by the Owner, or any officer, agent or employee of the Owner, either before or after the final completion and acceptance of the Work and payment therefor: (1) from showing the true and correct classification, amount, quality or character of the Work actually done; or that any such termination, decision, order, letter, payment or certificate was untrue, incorrect or improperly made in any particular matter, or that the Work or any part thereof does not in fact conform to the requirements of this Contract; or (2) from demanding and recovering from the Contractor any overpayments made to him, or such damages as it may sustain by reason of his failure to perform each and every part of this Contract in strict accordance with its terms; or (3) both (1) and (2) hereto.

§ 15.2 Initial Decision

§ 15.2.1 Claims by the Contractor, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim by the Contractor against the Owner. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 If a Claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the Architect, the Architect will render to the parties the Architect's written recommendation relative to the Claim, including any recommended change in the Contract Sum or Contract Time or both. If there is a surety and there appears to be a possibility of a Contractor's default, the Architect may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy

(Paragraphs deleted)

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

(Paragraphs deleted)

§ 15.2.9 Nothing contained in this Agreement is intended to alter or replace any provisions of the laws of the state of New York relating to claims made against the Owner or to relieve Contractor from any obligations thereunder

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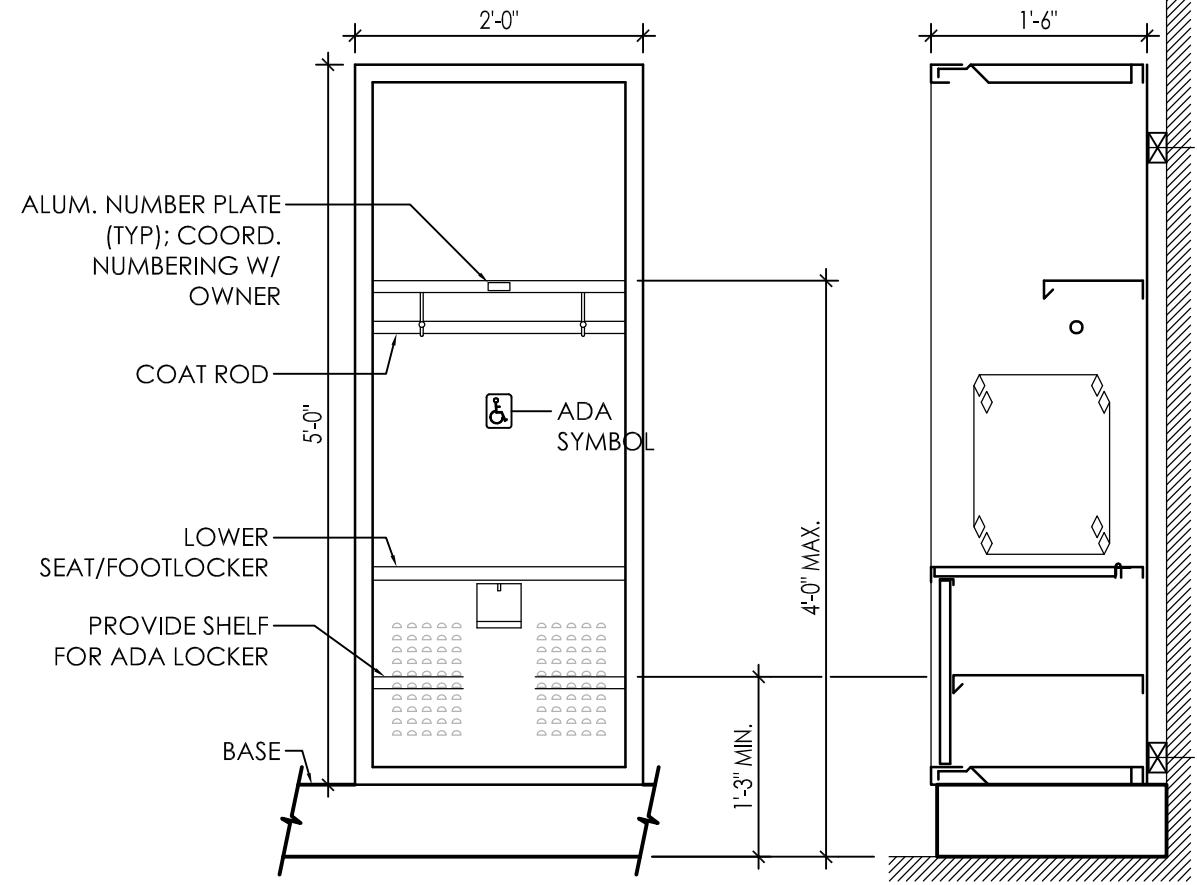
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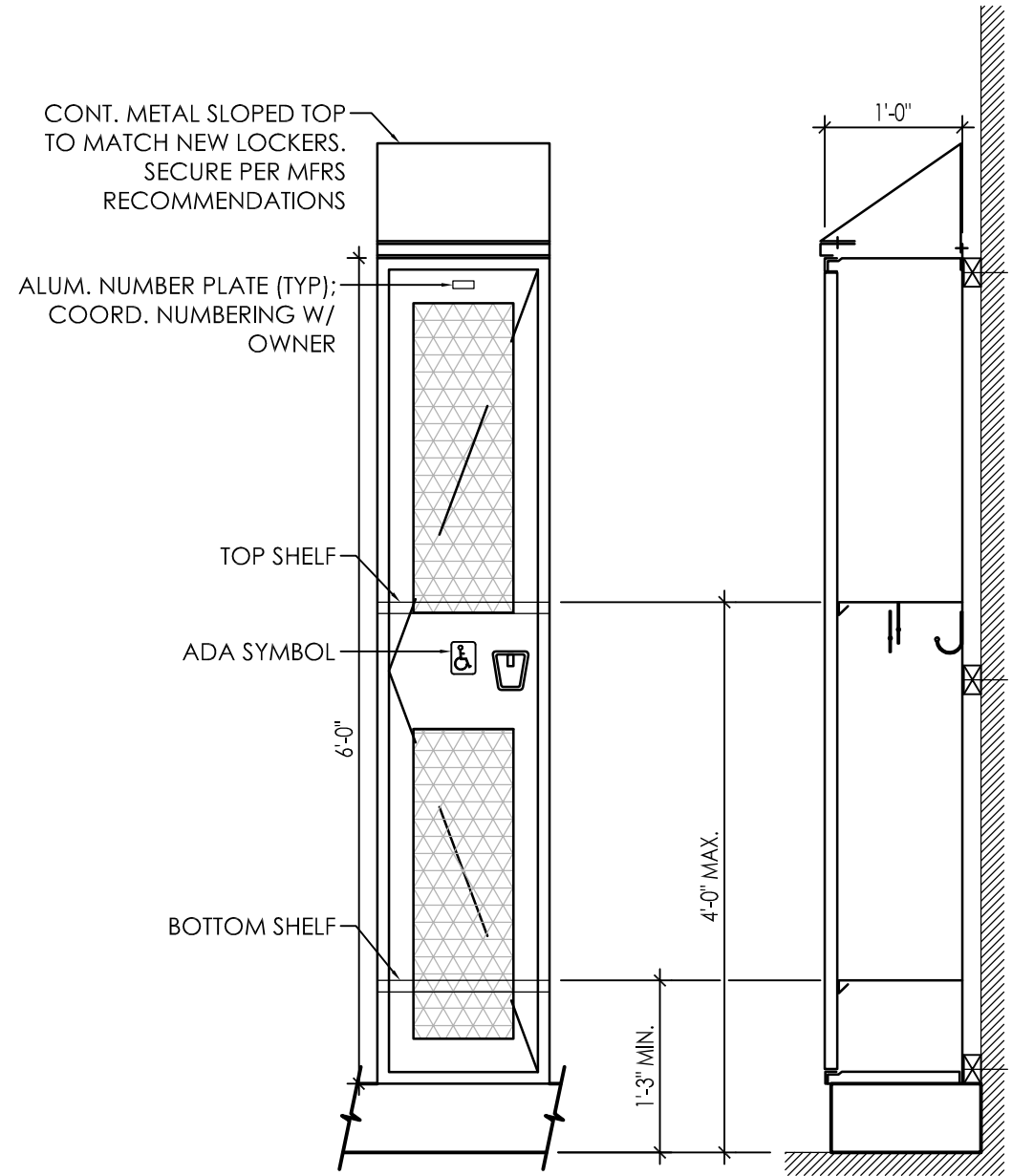
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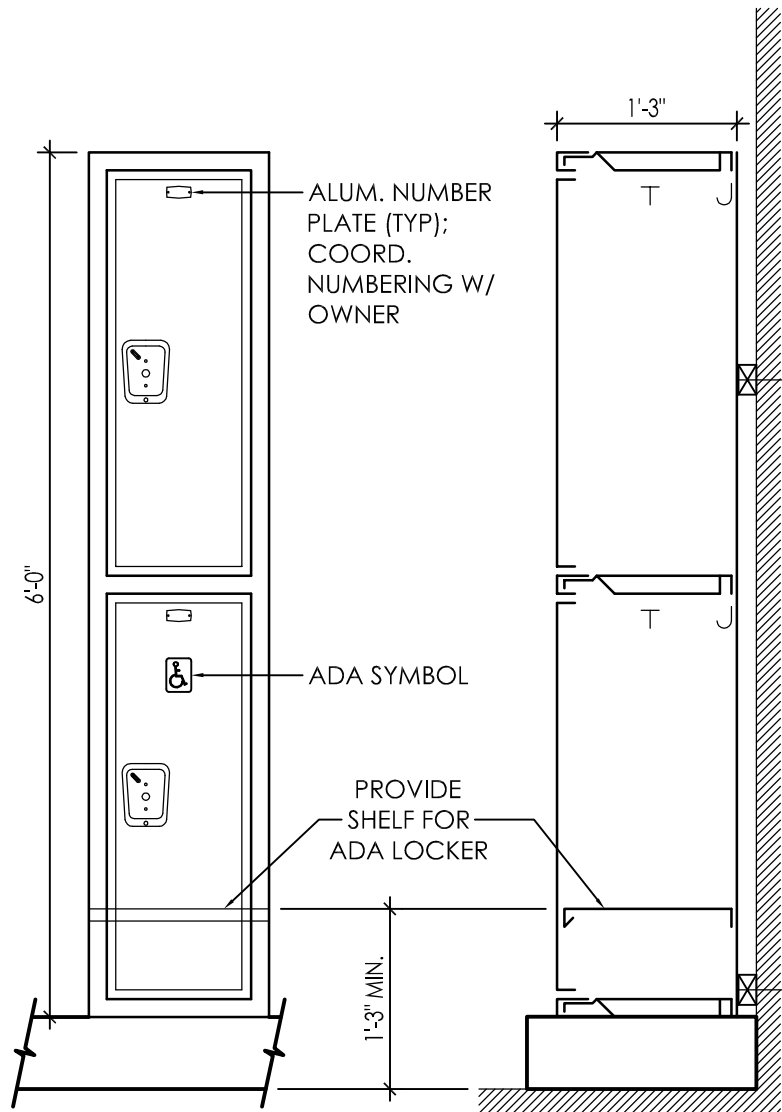
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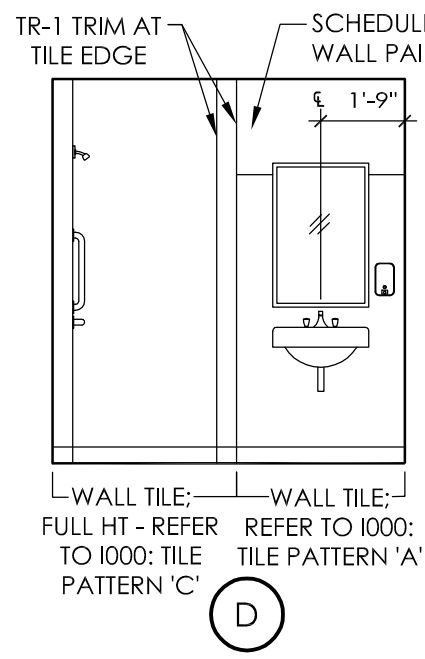
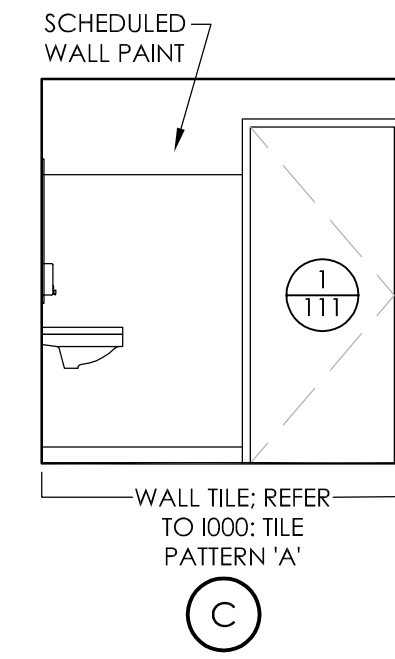
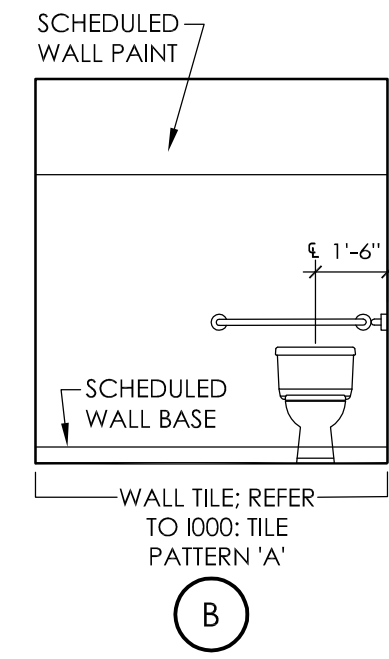
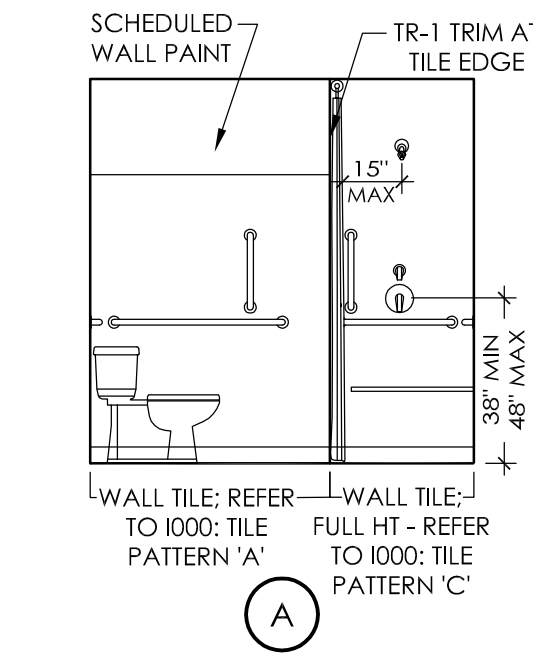
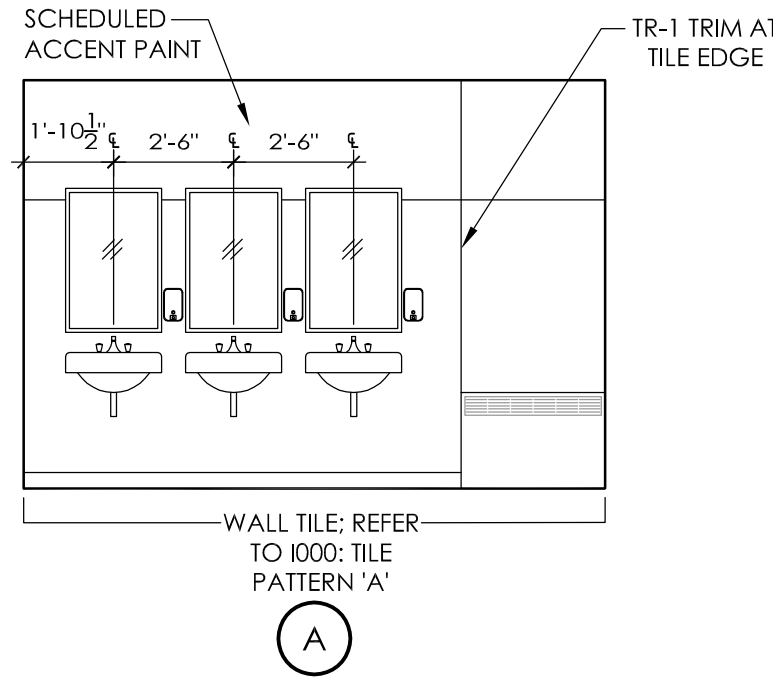
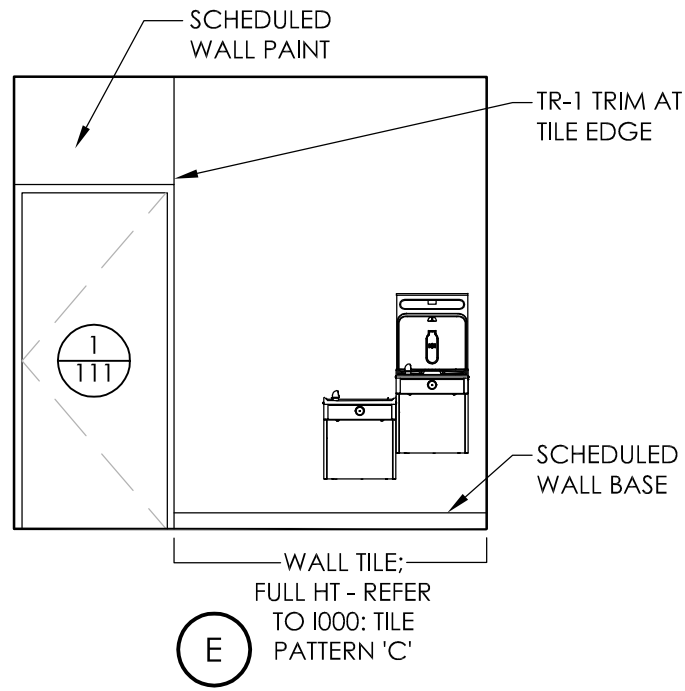
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PINE BUSH HIGH SCHOOL
SINGLE-TIER ADA LOCKERS @ TEAM LOCKER ROOMS
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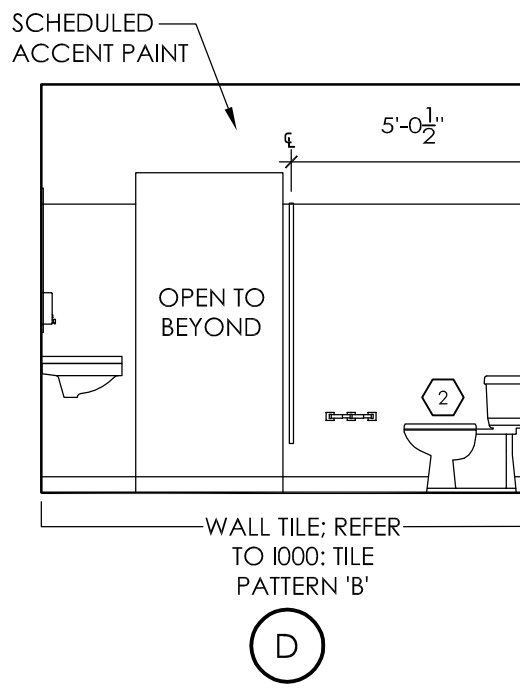
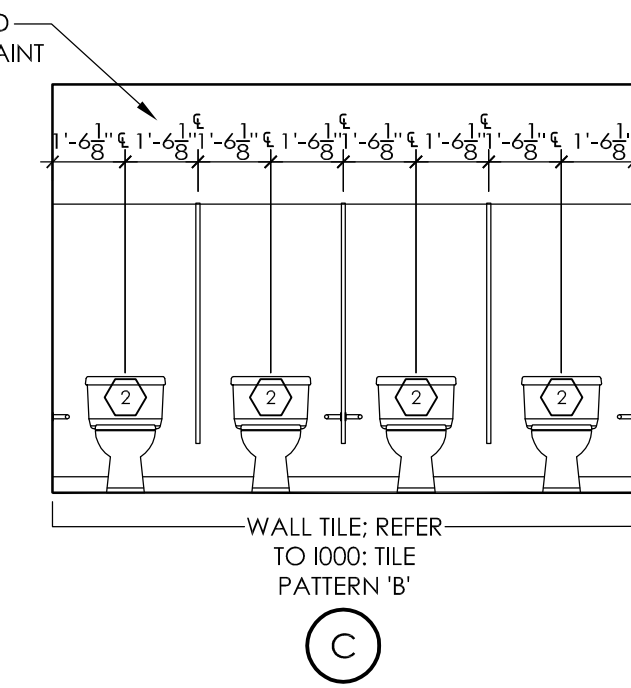
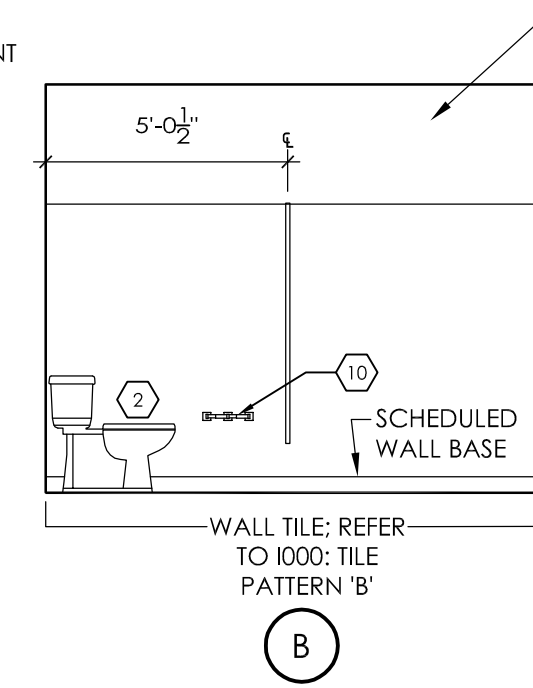
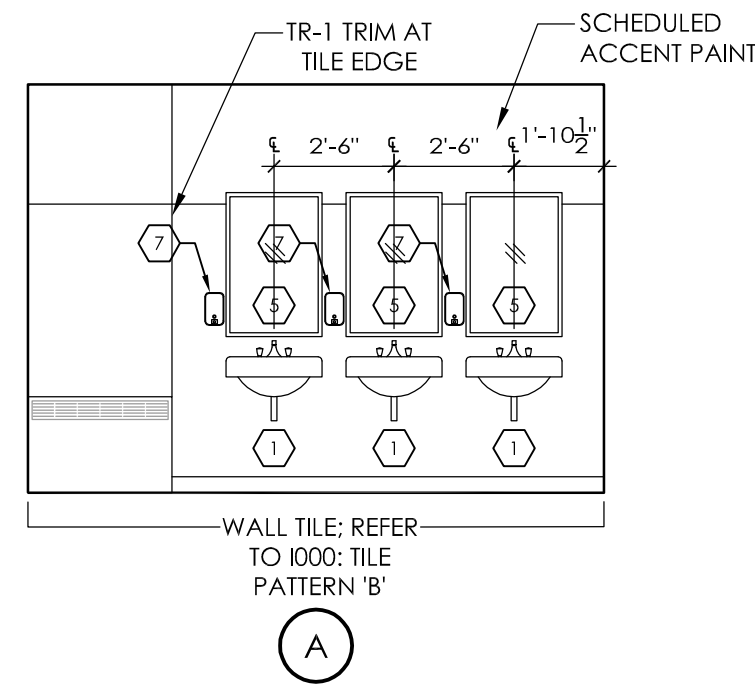
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PINE BUSH HIGH SCHOOL
SINGLE-TIER ADA LOCKER @ GYM LOCKER ROOMS
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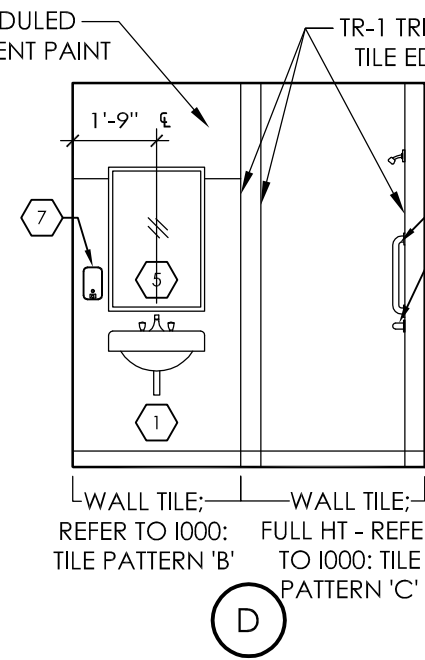
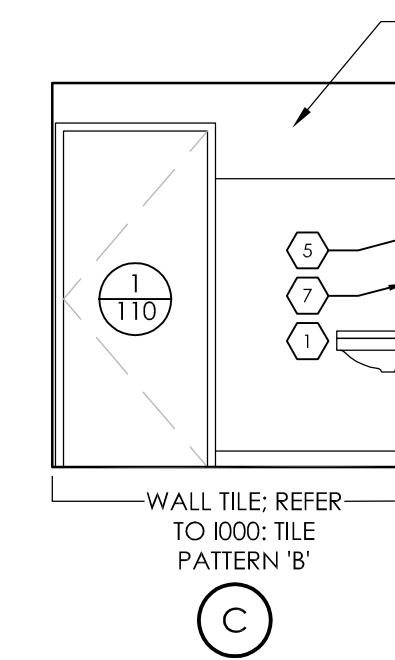
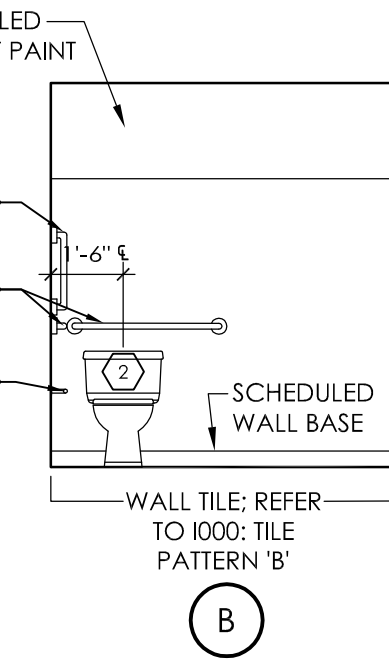
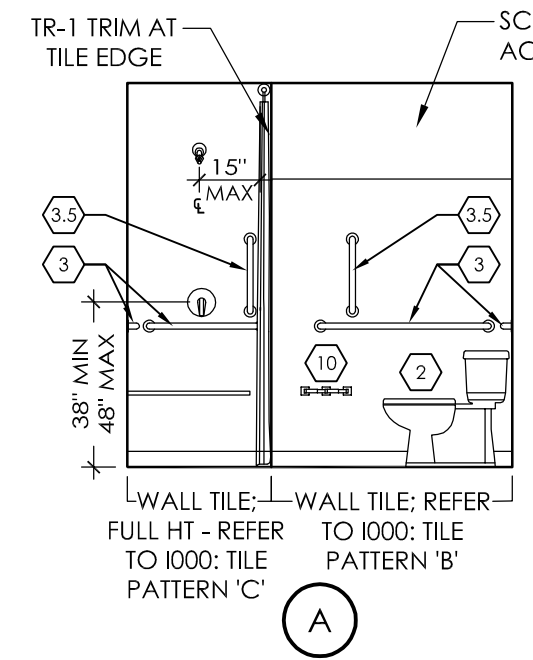
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TWO-TIER ADA LOCKER @ POOL LOCKER ROOMS
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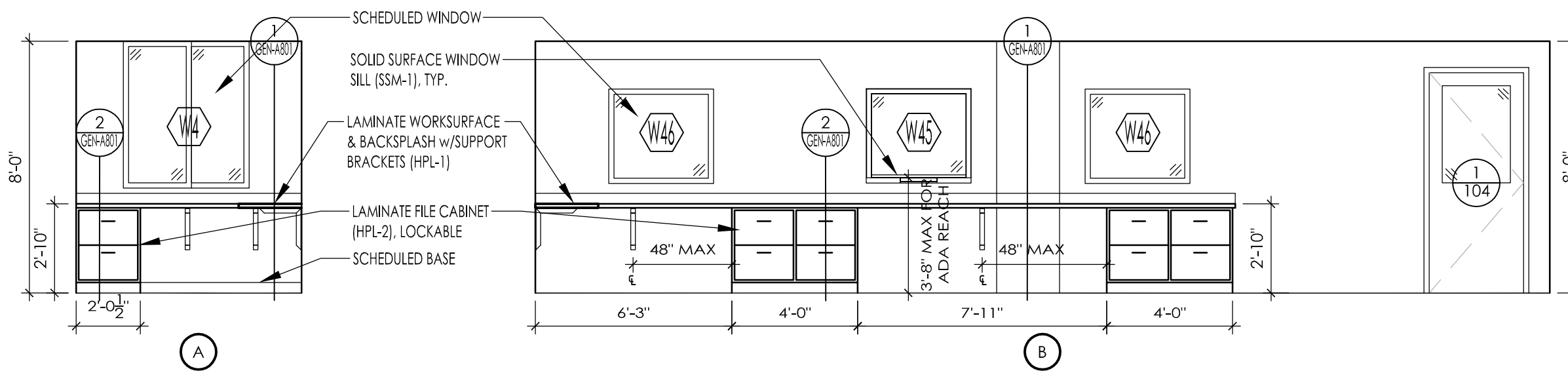
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PINE BUSH HIGH SCHOOL
GIRLS LOCKER TOILET RM- INTERIOR ELEVATIONS
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4
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GIRLS LOCKER TOILET RM- INTERIOR ELEVATIONS
SCALE: 1/4" = 1'-0"



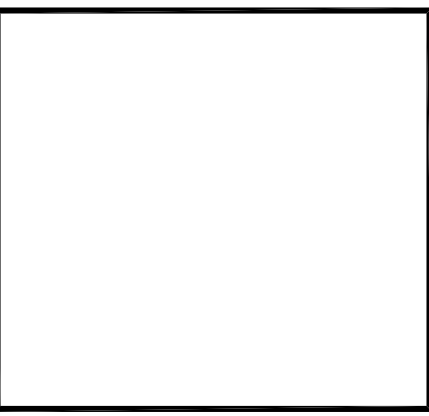
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BOYS LOCKER TOILET RM- INTERIOR ELEVATIONS
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BOYS LOCKER TOILET RM- INTERIOR ELEVATIONS
SCALE: 1/4" = 1'-0"

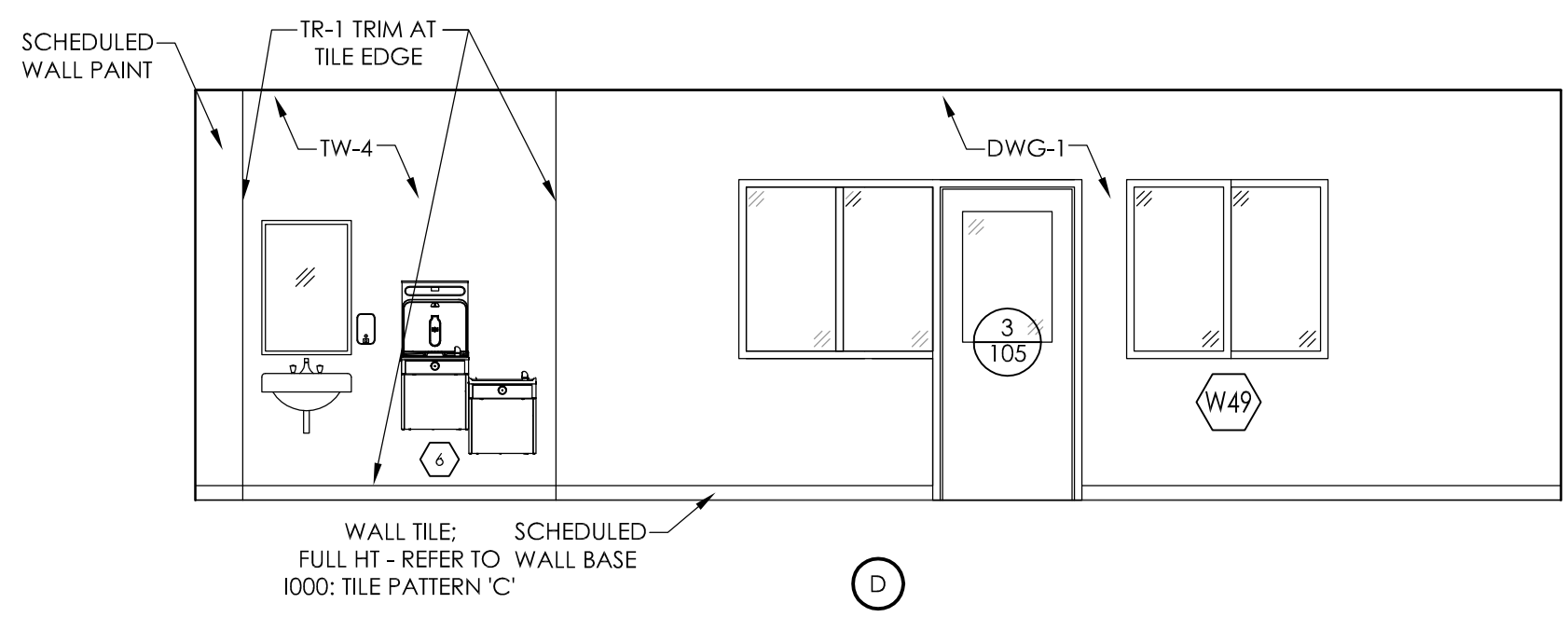
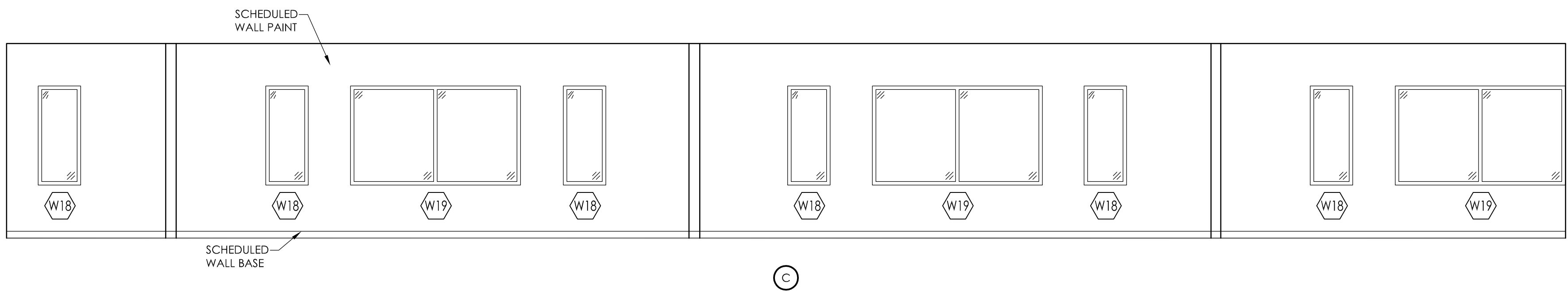
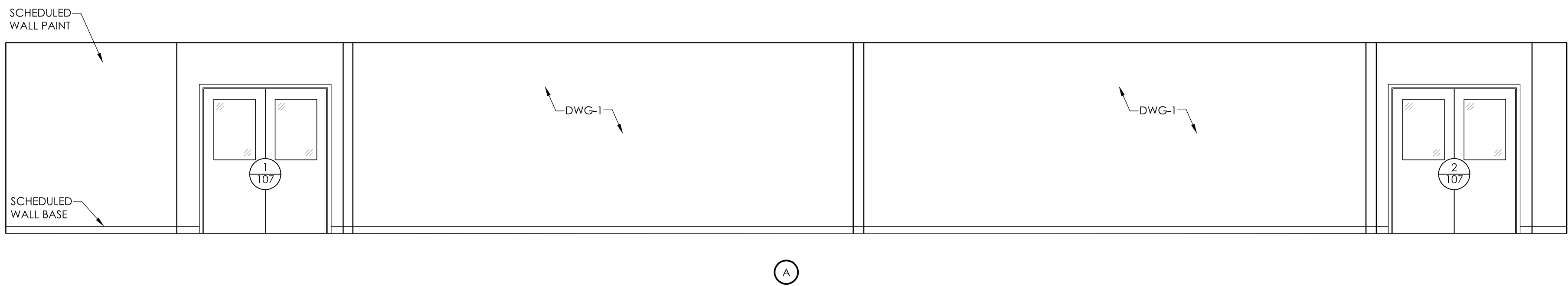
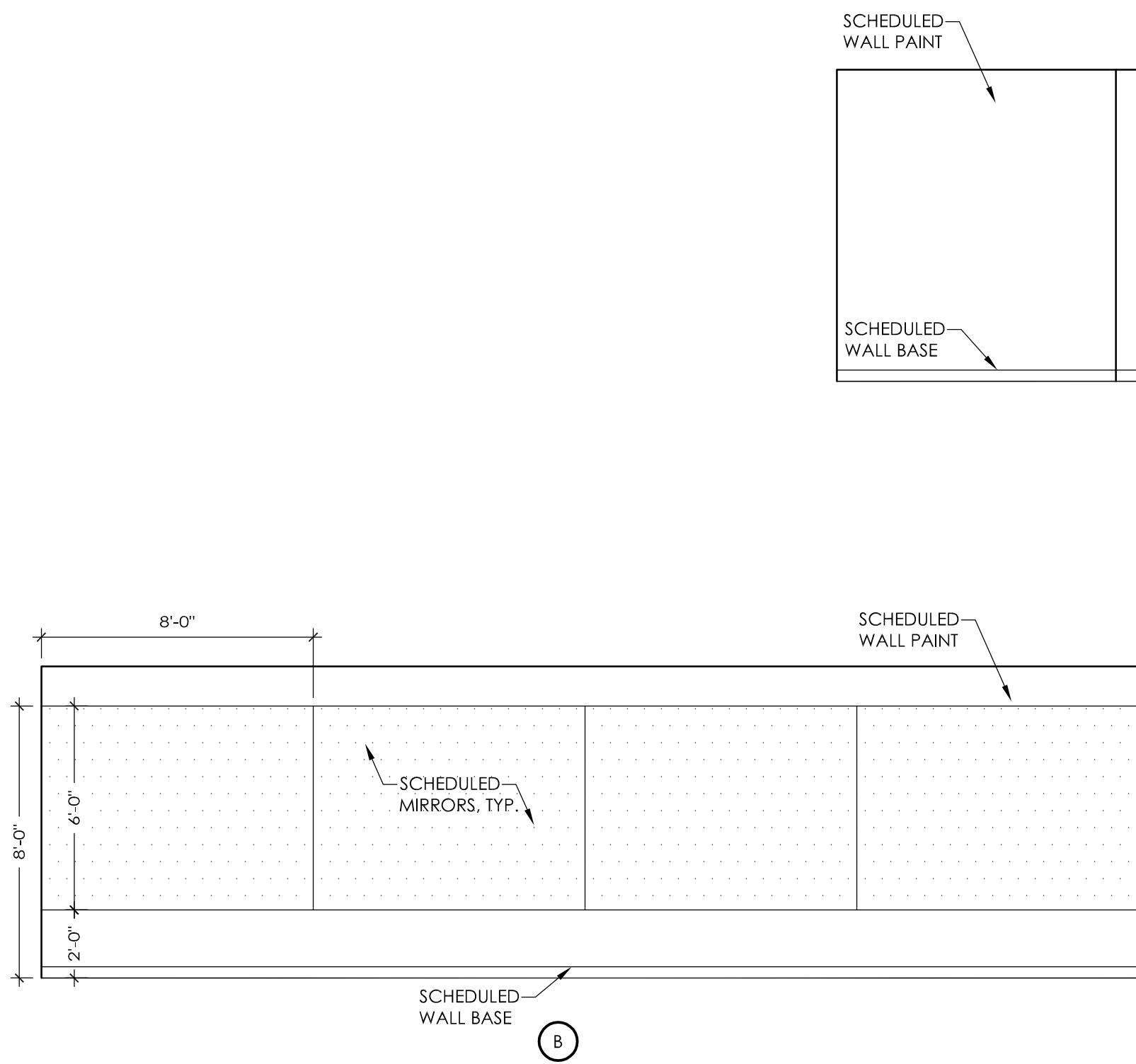
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PINE BUSH HIGH SCHOOL
SECURITY OFFICE - INTERIOR ELEVATIONS
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REVISIONS	NO.	DATE	BY	DESCRIPTION
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DATE	DRAWN	CHECKED
03/08/2021	NWH	CML
SCALE: AS NOTED		
SHEET TITLE		
PINE BUSH HIGH SCHOOL NEW WORK - INTERIOR ELEVATIONS		

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A503

PINE BUSH HIGH SCHOOL
NEW WORK - INTERIOR ELEVATIONS
SCALE: 1/4" = 1'-0"

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REVISIONS	NO.	DATE	BY	DESCRIPTION
	1	03/23/2021	LC	CML BID ADDENDUM 01



PINE BUSH CSD
2019 CAPITAL IMPROVEMENT PROJECT
PHASE 2
PINE BUSH HIGH SCHOOL - SED # 44-04-01-06-007-007
CIRCLEVILLE MIDDLE SCHOOL - SED # 44-04-01-06-001-0015
CIRCLEVILLE ELEMENTARY SCHOOL - SED # 44-04-01-06-009-016
PAKANASKIN ELEMENTARY SCHOOL - SED # 44-04-01-06-001-0015

DATE	DRAWN	CHECKED
03/08/2021	NWH	CML
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SHEET TITLE	PINE BUSH HIGH SCHOOL NEW WORK - INTERIOR ELEVATIONS	

PROJECT NUMBER
14533.05
PBHS
A503
DRAWING NUMBER

Plotted By: Lisa Carino

Date last plotted: 3/23/2021 4:20 PM

Date last accessed: 3/23/2021 3:52 PM

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1 BOY'S POOL LOCKER ROOM
A105



2 BOY'S POOL LOCKER ROOM
A105



3 BOY'S POOL LOCKER ROOM
A105



4 GIRL'S POOL LOCKER ROOM
A105



5 GIRL'S POOL LOCKER ROOM
A105



6 GIRL'S POOL LOCKER ROOM
A105



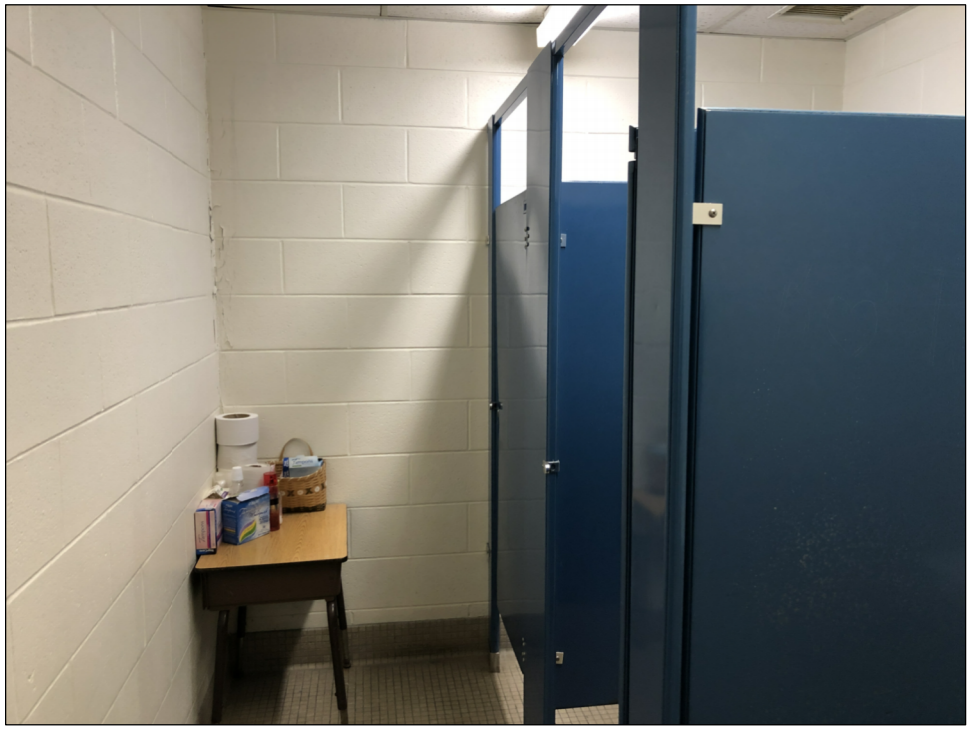
7 BOY'S TOILET ROOM
A105



8 GIRL'S TOILET ROOM
A105



9 MEN'S TOILET ROOM
A105



10 WOMEN'S TOILET ROOM
A105



11 EXISTING MAIN ENTRY DOORS
A105



12 EXISTING DISPLAY CASE
A105



13 EXISTING MAIN ENTRY DOORS
A105



14 EXISTING EXTERIOR WINDOWS
A105



15 EXISTING EXTERIOR WINDOWS
A105



16 EXISTING GARAGE DOORS
A105



17 EXISTING EXTERIOR WINDOWS
A105



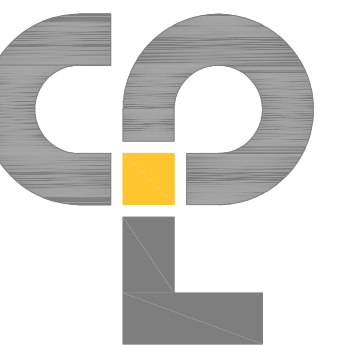
18 EXISTING EXTERIOR WINDOWS
A105



19 EXISTING EXTERIOR WINDOWS
A105



20 EXISTING EXTERIOR WINDOWS
A105



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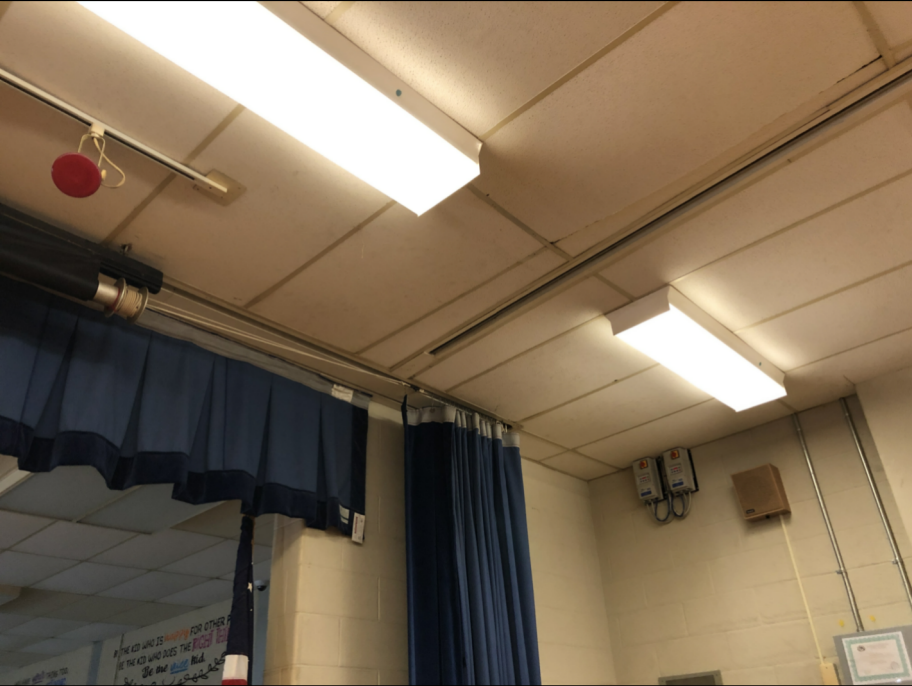
PINE BUSH CSD
2019 CAPITAL IMPROVEMENT PROJECT
PHASE 2
PINE BUSH HIGH SCHOOL - SED #: 44-04-01-06-00-007-007
CIRCLEVILLE MIDDLE SCHOOL - SED #: 44-04-01-06-00-014-015
CIRCLEVILLE ELEMENTARY SCHOOL - SED #: 44-04-01-06-00-009-016
PAKANASINK ELEMENTARY SCHOOL - SED #: 44-04-01-06-00-012-015

DATE	DRAWN	CHECKED
03/08/2021	LC	CML
SCALE: AS NOTED		
SHEET TITLE		
PAKANASINK ELEMENTARY SCHOOL DEMOLITION REFERENCE PHOTOS		

PROJECT NUMBER
14533.05
PAK
A105
DRAWING NUMBER



2 STAGE STAIRS
A101

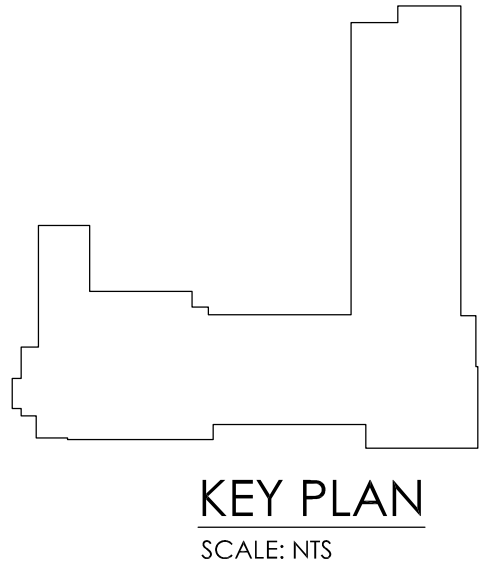
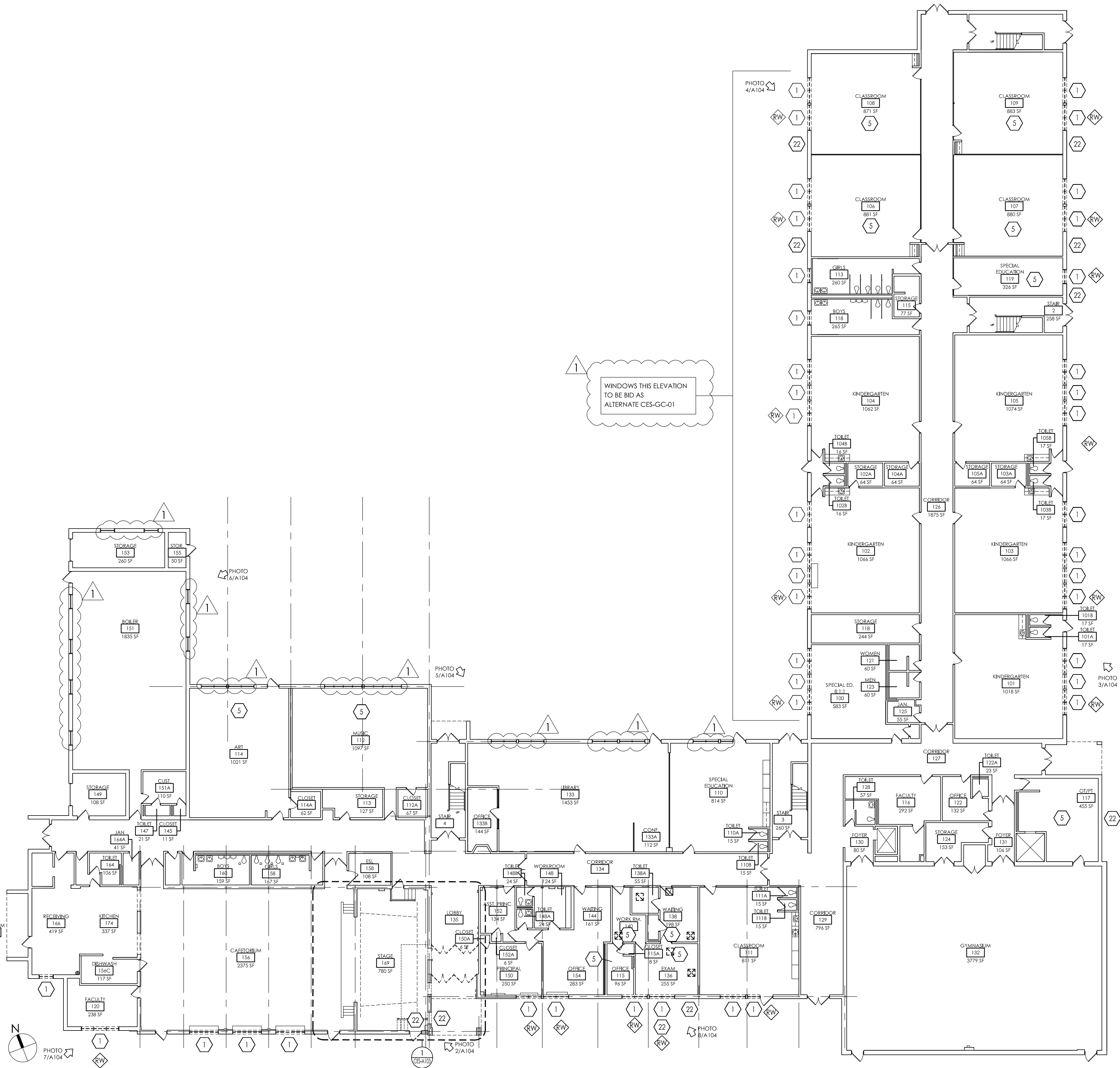


3 CEILING TRACKS
A101



4 EXISTING MAIN ENTRY DOORS
A101

1 CIRCLEVILLE ELEMENTARY SCHOOL
DEMOLITION- FIRST FLOOR PLAN
A101 SCALE: 1/16" = 1'-0"



GENERAL DEMOLITION NOTES

01

KEY NOTES - DEMOLITION PLAN

02

- IT IS THE CONTRACTOR'S RESPONSIBILITY TO FAMILIARIZE THEMSELVES WITH ALL EXISTING CONDITIONS AND DETAILS INVOLVED IN THE DEMOLITION WORK.
- THE BUILDING SHALL BE MAINTAINED WEATHER TIGHT DURING ALL DEMOLITION WORK.
- PATCH ALL WALLS, FLOORS AND CEILINGS AT ALL REMOVALS TO MATCH EXISTING AND SCHEDULED FINISHES.
- THE OWNER SHALL PROVIDE THE CONTRACTOR WITH A LIST OF ALL ITEMS TO BE SALVAGED PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL PROTECT ADJACENT SURFACES AND FINISHES NOT SCHEDULED FOR WORK AND SHALL REPAIR ANY DAMAGED AREAS AS A RESULT OF CONTRACTED WORK AT NO ADDITIONAL COST TO THE OWNER.
- THE CONTRACTOR SHALL COORDINATE THE DEMOLITION WORK WITH THE OVERALL PROJECT PHASING.
- THE CONTRACTOR SHALL MAINTAIN AND CONTINUE SAFE ACCESS TO ALL EXITS, STAIRS AND ELEVATORS FOR THE BUILDING OCCUPANTS DURING CONSTRUCTION.

- REMOVE EXIST. ALUMINUM WINDOW SYSTEM IN ITS ENTIRETY TO ACCOMMODATE NEW WORK. REMOVAL TO INCLUDE EXISTING METAL PANNING AND COLUMN CLOSURE REMOVE AND REPLACE ANY ROTTEN, OR DAMAGED WOOD BLOCKING, AND PREP FOR NEW WINDOW INSTALLATION. COORDINATE ABATEMENT WITH ASBESTOS DRAWINGS.
- REMOVE EXISTING CEILING TILES, GRID, AND LIGHTING FIXTURES IN THEIR ENTIRETY TO ACCOMMODATE NEW WORK.
- COORDINATE PENETRATION WITH MECHANICAL CONTRACTOR AND REFER TO STRUCTURAL FOR INTEL INFORMATION.



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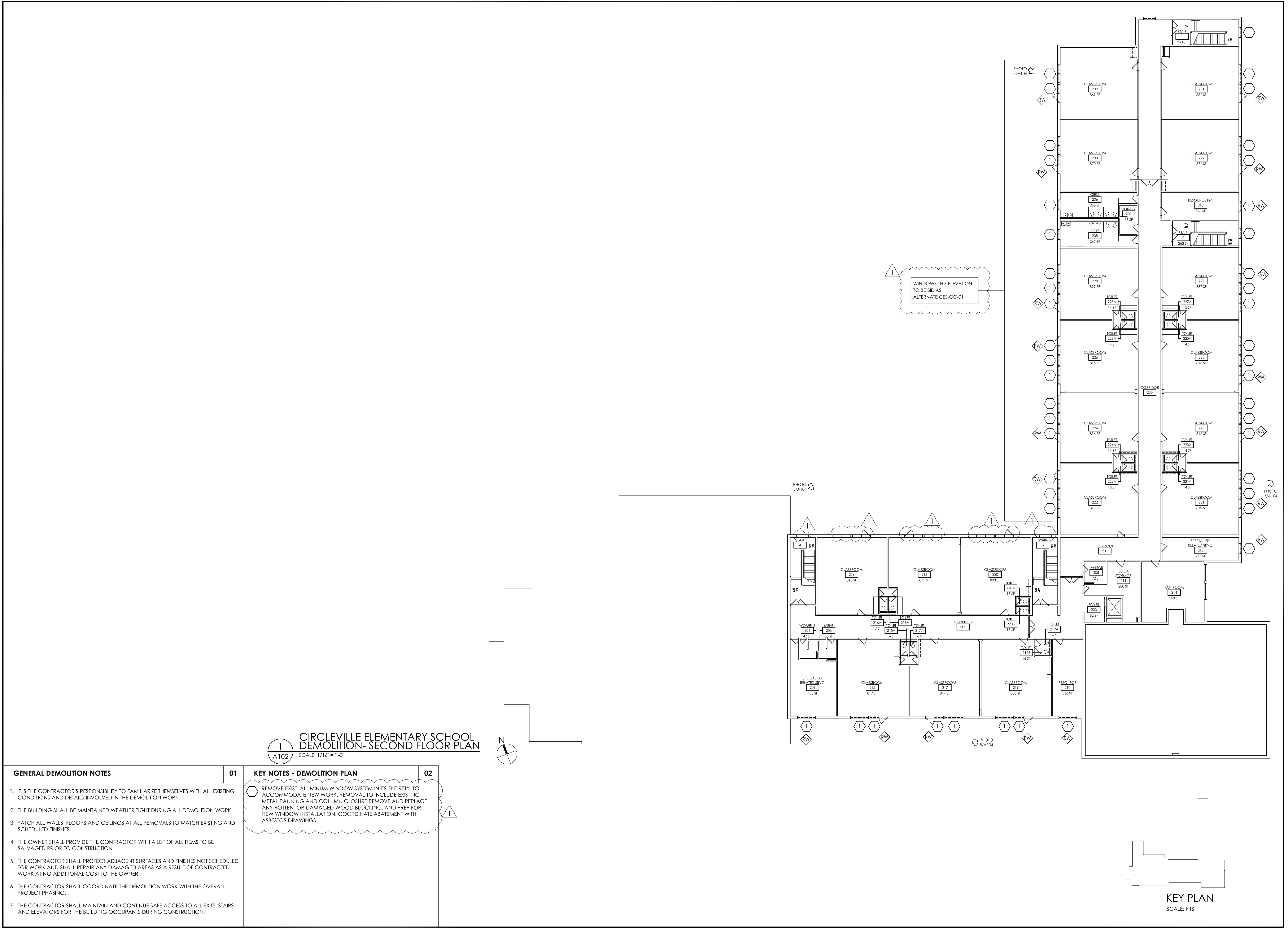
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	1	03/23/2021	LC	BID ADDENDUM 01

PINE BUSH CSD
2019 CAPITAL IMPROVEMENT PROJECT
PHASE 2

PINE BUSH HIGH SCHOOL - SED # 44-04-01-06-007-007
CIRCLEVILLE MIDDLE SCHOOL - SED # 44-04-01-06-001-04015
CIRCLEVILLE ELEMENTARY SCHOOL - SED # 44-04-01-06-009-016
PACANASKIN ELEMENTARY SCHOOL - SED # 44-04-01-06-001-04015

DATE	DRAWN	CHECKED
03/08/2021	LC	CML
SCALE: AS NOTED		
SHEET TITLE		
CIRCLEVILLE ELEMENTARY SCHOOL FIRST FLOOR DEMOLITION PLAN		

PROJECT NUMBER
14533.05
CES
A101
DRAWING NUMBER



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PINE BUSH CSD
2019 CAPITAL IMPROVEMENT PROJECT
PHASE 2

PINE BUSH HIGH SCHOOL - SED # 44-04-01-06-007-007
CIRCLEVILLE MIDDLE SCHOOL - SED # 44-04-01-06-001-0015
CIRCLEVILLE ELEMENTARY SCHOOL - SED # 44-04-01-06-009-016
PACANASINK ELEMENTARY SCHOOL - SED # 44-04-01-06-001-0015

DATE	DRAWN	CHECKED
03/08/2021	LC	CML

SCALE: AS NOTED

SHEET TITLE
CIRCLEVILLE
ELEMENTARY SCHOOL
SECOND FLOOR
DEMOLITION PLAN

PROJECT NUMBER
14533.05

CES
A102
DRAWING NUMBER

Plotted By: Zach Hockford

Date last plotted: 3/22/2021 1:01 PM

Date last accessed: 3/22/2021 11:19 AM

Drawing Name: S:\Projects\Pine Bush CSD\2019 Bond Ref\Design\06 CAD\AutoCAD\Mech\HV\Phase 2\GEN\GEN H900.dwg

ROOFTOP UNIT SCHEDULE																										
MARK	SERVES	SA CFM	EA CFM	MIN. OA CFM	SUPPLY		EXHAUST		DX COOLING MBH					SUPPLY FAN		EXHAUST FAN		EFFICIENCY		UNIT ELECTRICAL DATA			UNIT WEIGHT	TYPICAL UNIT MFG & MODEL NO.	REMARKS:	
					TOT. SP W.C.	EXT. SP W.C.	TOT. SP W.C.	EXT. SP W.C.	TOTAL (MBH)	SENS (MBH)	ROWS	EAT °F DB/WB	LAT °F DB/WB	APD IN-W.C.	BHP/HP	RPM	BHP/HP	RPM	EER	IEER	VOLTS/Ø	FLA				MCA
CVMS-RTU-1	CAFETERIA	6460	3571	3571	3.6	1.7	1.5	1	181.4	181.4	4	78.7/55.5	53.0/44.1	0.31	5.72/7.5	1468	3.07/4 (X2)	1964	12.2	21	460/3	44.1	49.8	4153	DAIKIN DPS016A	ALL
<div>REMARKS:</div> <div>1. FACTORY MOUNTED AND WIRED DISCONNECT.</div> <div>2. ROOF CURB.</div> <div>3. MERV-8 FILTERS.</div>																										

RTU ENERGY RECOVERY PERFORMANCE SCHEDULE

REFERENCE ENERGY RECOVERY UNIT TAG	WINTER CONDITIONS										SUMMER CONDITIONS										TYPICAL UNIT MFG & MODEL NO.	REMARKS:
	WHEEL ENTERING CONDITIONS				WHEEL LEAVING CONDITIONS				EFFECTIVENESS @ WINTER DESIGN	WHEEL ENTERING CONDITIONS				WHEEL LEAVING CONDITIONS				EFFECTIVENESS @ SUMMER DESIGN				
	OUTSIDE AIR		RETURN AIR		SUPPLY AIR		MIXED AIR			OUTSIDE AIR		RETURN AIR		SUPPLY AIR		MIXED AIR						
	DB °F	WB °F	DB °F	WB °F	DB °F	WB °F	DB °F	WB °F		DB °F	WB °F	DB °F	WB °F	DB °F	WB °F	DB °F	WB °F					
	RECOVERED MBH										DB °F	WB °F	DB °F	WB °F	DB °F	WB °F	DB °F	WB °F	RECOVERED MBH			
CVMS-RTU-1	0	0	68	51.5	42	0	53.6	39.6	203.1	91.3	74.8	75	62.5	81.6	49	78.7	55.5	91.7	DAIKIN DPS016A	N/A		

HYDRONIC FAN COIL UNIT SCHEDULE

MARK	LOCATION	AIR DATA					WATER DATA					MFG SIZE HxL (IN.)	ROWS	ELECTRICAL		TYPICAL UNIT MFG & MODEL NO.	REMARKS:
		CFM	TEMP °F		MAX APD (IN WC)	MIN. MBH	GPM	TEMP °F		MAX WPD (FT. HD)	V/PH			MOCP			
			ENT	LVG				ENT	LVG								
CVMS-FCU-1	SPEC ED RESOURCE 203	200	45	95	0.2	8.9	0.5	180	144	1.19	33"X36"	1	120/1	15 A	MAGICAIRE CEA02	1.2	
CVMS-FCU-2	RESOURCE	200	45	95	0.2	8.9	0.5	180	144	1.19	33"X36"	1	120/1	15 A	MAGICAIRE CEA02	1.2	
CVMS-FCU-3	SECURITY	200	45	95	0.2	8.9	0.5	180	144	1.19	33"X36"	1	120/1	15 A	MAGICAIRE CEA02	1.2	
<u>REMARKS:</u> 1. FACTORY MOUNTED AND WIRED DISCONNECT. 2. DUCT MOUNTED SUPPLY AND RETURN.																	

HEAT EXCHANGER SCHEDULE - SHELL & TUBE

MARK	TYPE	HOT WATER (SHELL)					HOT WATER (TUBE)					DIMENSIONS		TYPICAL UNIT MFG & MODEL NO.	REMARKS:
		GPM	EWT (°F)	LWT (°F)	ΔP FT-H2O	MBH	GPM	EWT (°F)	LWT (°F)	ΔP FT-H2O	MBH	DIAMETER	LENGTH		
PAK-HX-1	HW TO HW	50	180	160	0.27	485	30	80	112.7	0.5	476	8"	3'	TACO G08406-8L	1
REMARKS: 1. MOUNT TO EXISTING SUPPORTS.															

ROOFTOP AIR CONDITIONING UNIT SCHEDULE

MARK	LOCATION	NOM. TONS	SUPPLY FAN				RETURN FAN				HEATING COIL	ELECTRICAL		TYPICAL UNIT MFG & MODEL NO.	REMARKS:
			CFM	OA CFM	ESP (IN. W.C.)	BHP / HP	CFM	EA CFM	ESP (IN. W.C.)	BHP / HP		VOLT/Ø	MCA		
PAK-RTU-1	GYM	16	6000	1500	0.9	2.4/5	5500	800	0.6	1.27/3	HC-1	208/3	31	AAON - RNA - 016	1.3
PAK-RTU-2	OFFICE	10	3400	500	0.75	2.25/3	-	-	-	-	HC-2	208/3	55	AAON-RN-010-8	1.2,3
REMARKS: 1. FACTORY MOUNTED AND WIRED DISCONNECT. MERV 13 FILTERS. SINGLE POINT POWER. 2. SIDE DISCHARGE, 18" INSULATED CURB. 3. 10' OF DUCT SOUND LINING. SERVICE RECEPTICLE AND CONVENIENCE LIGHT.															

CABINET UNIT HEATER SCHEDULE

MARK	LOCATION	TYPE	CFM	EWT	LWT	OUTPUT MBH	GPM	PRESS. DROP (INWG)	EAT (F)	LAT (F)	V/PH/Hz	HP	TYPICAL UNIT MFG & MODEL NO.	REMARKS:
CVMS-CUH-1	VESTIBULE	HORIZONTAL RECESSED	318	180	160	29.7	1.98	6.2	50	95	115/1/60	145 WATT	TRANE FF-E-030	1
REMARKS: 1. FACTORY MOUNTED AND WIRED DISCONNECT.														

AIR HANDLING UNIT SCHEDULE

MARK	SA CFM	MIN. OA CFM	EXT. SP W.C.	HOT WATER HEATING COIL DATA						SUPPLY FAN MOTOR DATA					TYPICAL UNIT MFG & MODEL NO.	REMARKS:
				MBH	EWT	LWT	EAT °F	LAT °F	GPM	WPD FT-W.C.	BHP/HP	RPM	MCA	VOLTS/Ø		
CES-AHU-1	4000	700	0.4	152	180	155.9	60.1	94.7	13	2.5	1.41/4	1530	11	208/3	AAON H3-CLB-8-0	
CES-AHU-2	4000	700	0.4	152	180	155.9	60.1	94.7	13	2.5	1.41/4	1530	11	208/3	AAON H3-CLB-8-0	
REMARKS: 1. REUSE EXISTING PAD. FACTORY MOUNTED AND WIRED DISCONNECT. 2. DAMPER ACTUATORS MY MANUFACTURER.																

HOT WATER COIL SCHEDULE

MARK	SERVICE	AIR DATA					WATER DATA				MFG SIZE HxL (IN.)	ROWS	TYPICAL UNIT MFG & MODEL NO.	REMARKS:
		CFM	TEMP (°F)		MAX APD (IN. WC)	MIN. MBH	GPM	TEMP (°F)		MAX PD (IN. WC)				
			ENT	LVG				ENT	LVG					
PAK-HC-1	RTU-1	3400	60	95	0.15	129	13.3	180	160	5	24X12	4	CAPITOL COIL	-
CVMS-HC-1	CAFETERIA	6460	55	96.1	0.17	287.3	29.4	180	160	30	48X36	1	CAPITOL COIL	-
REMARKS:														

AIR COOLED CONDITIONING UNITS

MARK	COOLING CAPACITY BTUS	HEATING CAPACITY BTUS	ELECTRAL			EER	SEER	MODEL	REMARKS:
			MOP	MCA	VOLTS/Ø				
CES-ACCU-1	48000	54000	44	29	208/3	13.1	22.6	MITSUBISHI PUMY-P48NKMJ3	1.2,3
REMARKS: 1. FACTORY MOUNTED AND WIRED DISCONNECT. 2. LOW AMBIENT, VARRIABLE SPEED COMPRESSOR 3. SPRING ISOLATORS									

ENERGY RECOVERY UNITS (INDOORS)

MARK	LOCATION	AREA SERVED	SA (CFM)	EA (CFM)	RA (CFM)	OPERATING WEIGHT (LBS)	FILTERS	ELECTRICAL REQUIREMENTS		TYPICAL UNIT MFG & MODEL NO.	REMARKS:
								V/Ø/Hz	MCA		
CES-ERV-1	NURSE'S SUITE	NURSE'S SUITE	450	300	300	202	MERV 13	120/1/60	10.1	RENEWAIRE EV450IV	1.2,3
CES-ERV-2	SECURITY OFFICE	NURSE'S SUITE	120	120	120	202	MERV 13	120/1/60	10.1	RENEWAIRE EV450IV	1.2,3
REMARKS: 1. SWK ELECTRIC DUCT COIL FOR WINTER AIR TEMPERING. FACTORY WIRED AND MOUNTED DISCONNECT. 2. FRESH AIR AND EXHAUST DAMPERS. DIRTY FILTER SENSORS. 3. TERMINAL STRIP FOR BMS CONTROLS FOR FANS AND DAMPERS.											

REGISTERS, GRILLES, AND DIFFUSERS

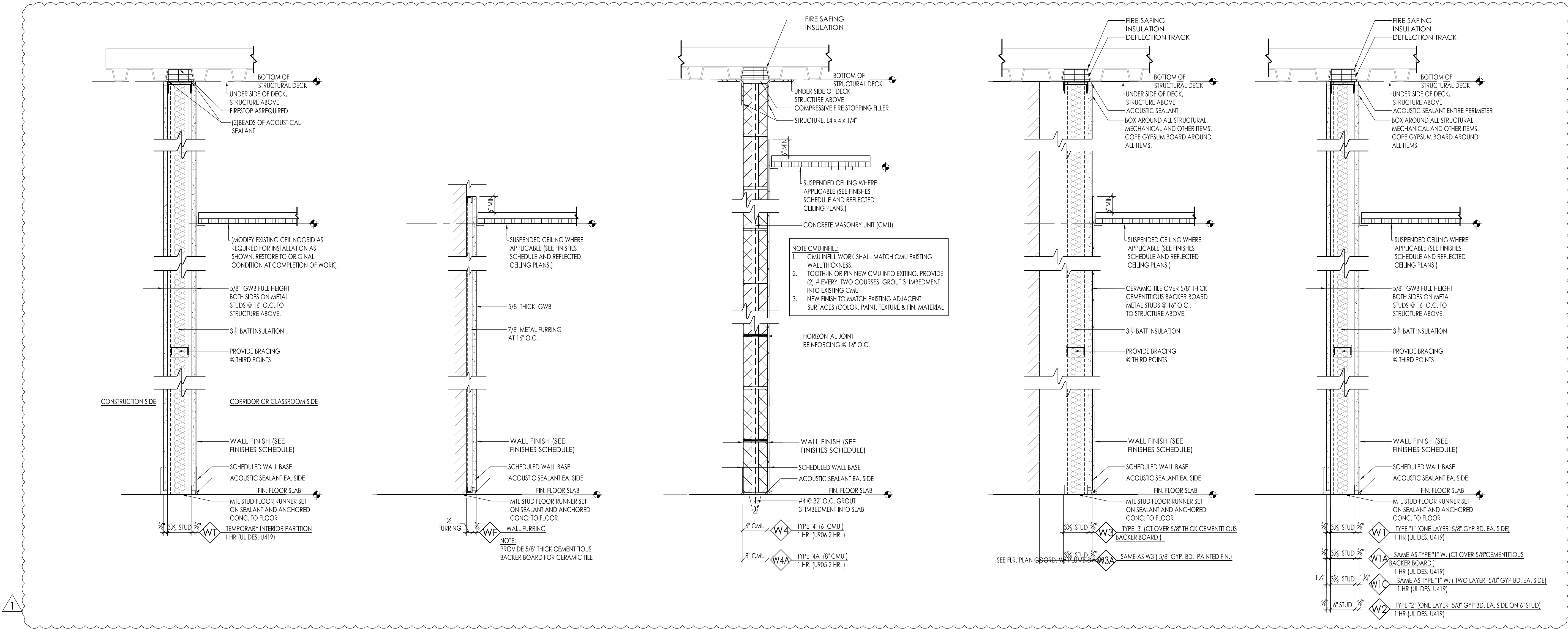
MARK	APPLICATION	MATERIAL	TYPE	FINISH	DESIGN EQUIP.	REMARKS
D-1	SUPPLY	STEEL	DUCT GRILLE	WHITE	PRICE SDGE	N/A
D-2	SUPPLY	STEEL	FACE MNTD	WHITE	PRICE	N/A
D-3	SUPPLY	STEEL	DUCT MOUNTED	WHITE	PRICE 500	N/A
G-1	RETURN/EA	STEEL	FACE MNTD	WHITE	PRICE SDGER	N/A
G-2	RETURN/EA	STEEL		WHITE	PRICE	N/A
G-3	RETURN/EA	STEEL	DUCT MOUNTED	WHITE	PRICE 500	N/A
E-1	EXHAUST	STEEL	FACE MNTD	WHITE	PRICE SDGE	N/A
E-2	EXHAUST	STEEL	LOUVER	WHITE	PRICE	N/A
REMARKS: 1. 2. 3.						

FUEL PUMP SCHEDULE

MARK	LOCATION	SERVICE	GPH	PSI	ELECTRICAL DATA			TYPICAL UNIT MFG & MODEL NO.	REMARKS:
					HP	VOLTS	PH		
CES-FP-1	BOILER ROOM	FUEL OIL	150	100	1/2	208	3	PREFERRED MFG 104 DUPLEX	1
REMARKS: 1. FACTORY MOUNTED AND WIRED DISCONNECT.									

PUMP SCHEDULE

MARK	LOCATION	SERVICE	GPM	HD (FT.)	ELECTRICAL DATA			TYPICAL UNIT MFG & MODEL NO.	REMARKS:
					BHP/HP	VOLTS	PH		
CVMS-P-1	BOILER RM	CVMS-B-1	697	30	6.2/10	460	3	TACO KC 6011D	1
CVMS-P-2	BOILER RM	CVMS-B-2	697	30	6.2/10	460	3	TACO KC 6011D	1
CVMS-P-3	BOILER RM	CVMS-B-3	697	30	6.2/10	460	3	TACO KC 6011D	1
CVMS-P-4	BOILER RM	CVMS-B-1	174	20	1.8/2	460	3	TACO 1941-4P-PD	2,3
CVMS-P-5	BOILER RM	CVMS-B-2	174	20	1.8/2	460	3	TACO 1941-4P-PD	2,3
CVMS-P-6	BOILER RM	CVMS-B-3	174	20	1.8/2	460	3	TACO 1941-4P-PD	2,3
CES-P-1	BOILER RM	CES-B-1	30	10	1/6	120	1	TACO 2460	3
CES-P-2	BOILER RM	CVS-B-2	30	10	1/6	120	1	TACO 2460	3
CES-P-3	BOILER RM	CES-B-3	30	10	1/6	120	1	TACO 2460	3
REMARKS:									
1. VFD TO BE MOUNTED IN BOILER ROOM, SEE CVMS H200.									
2. VFD INTEGRAL TO PUMP									
3. REFER TO PLAN VIEW DRAWING FOR CONTROLS CONNECTION BETWEEN PUMP AND BOILER.									



1 INTERIOR WALL TYPES
SCALE: 1 1/2" = 1'-0"



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PINE BUSH CSD
2019 CAPITAL IMPROVEMENT PROJECT
PHASE 2
PINE BUSH HIGH SCHOOL - SED # 44-04-01-06-007-007
CIRCLEVILLE MIDDLE SCHOOL - SED # 44-04-01-06-001-001
CIRCLEVILLE ELEMENTARY SCHOOL - SED # 44-04-01-06-005-016
PACANASINK ELEMENTARY SCHOOL - SED # 44-04-01-06-001-001

DATE	DRAWN	CHECKED
03/08/2021	LC	CML

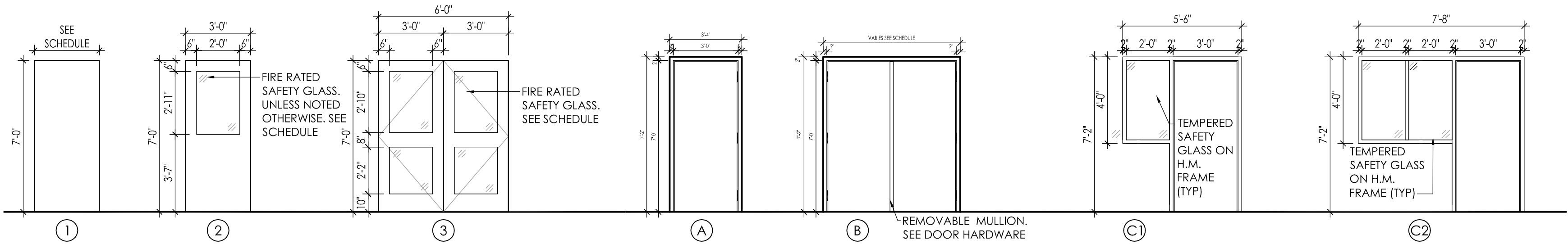
SCALE: AS NOTED

SHEET TITLE
CIRCLEVILLE
MIDDLE SCHOOL
WALL TYPE DETAILS

PROJECT NUMBER
14533.05
CVMS
A401
DRAWING NUMBER

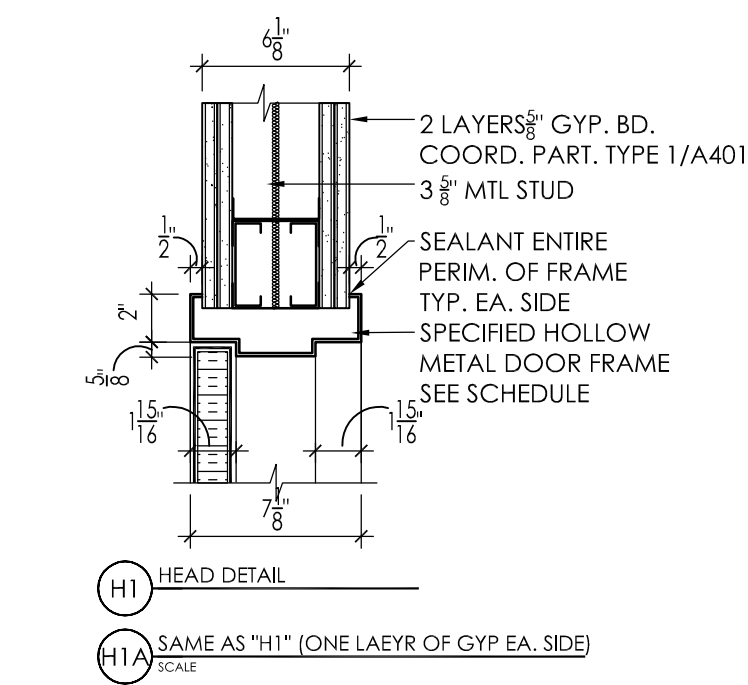
DOOR SCHEDULE - PBHS																		
DOORS							FIRE RATING	FRAMES							HARDWARE SET NO. SEE SPECS	LOCATION / FUNCTION	REMARKS (SEE NOTES BELOW ALSO)	
DOOR NO.	SIZE			TYPE	MATERIAL / FINISH	UNDERCUT		OVERALL SIZE			TYPE	MATERIAL / FINISH	JAMB DETAIL	HEAD DETAIL				SILL DETAIL
	WIDTH	HEIGHT	TH.					WIDTH	HEIGHT	DEPTH SEE FRM DTL								
1-001	2 (3'-0")	7'-0"	1 3/4"	1	HM/PT	-	-	6'-4"	7'-2"		B	HM/PT	J2-3/A900 SIM	H2-3/A900 SIM	-	-	LCKR TO STOR.	REPAIR AND PATCH WALL & FLOOR TO MATCH EXIST.
2-001	3'-0"	7'-0"	1 3/4"	1	HM/PT	-	-	3'-4"	7'-2"		A	HM/PT	J2-3/A900 SIM	H2-3/A900 SIM	S1-3/A900	-	LCKR TO TOILET	REPAIR AND PATCH WALL & FLOOR TO MATCH EXIST.
							-									-		
1-002	3'-0"	7'-0"	1 3/4"	1	HM/PT	-	-	3'-4"	7'-2"		A	HM/PT	J1A-3/A900	H1A-3/A900	S1-3/A900	-	LCKR TO TOILET	PROVIDE NEW ADA MARBLE SADDLE
2-002	3'-0"	7'-0"	1 3/4"	1	HM/PT	-	45 MIN	3'-4"	7'-2"		A	HM/PT	J2-3/A900 SIM	H2-3/A900 SIM	N/A	-	CORR. TO LCKR	REPAIR AND PATCH WALL & FLOOR TO MATCH EXIST.
2-012						-	-						4A/A900	4B/A900		-	LAB TO EXT.	OVERHEAD DOOR
1-104	3'-0"	7'-0"	1 3/4"	2	HM/PT	-	45 MIN	3'-4"	7'-2"		A	HM/PT	J2-3/A900	H2-3/A900	-	-	CORR. TO SEC OFFICE	REPAIR AND PATCH WALL & FLOOR TO MATCH EXIST.
1-105	3'-0"	7'-0"	1 3/4"	2	HM/PT	-	45 MIN	3'-4"	7'-2"		A	HM/PT	J2-3/A900 SIM	H2-3/A900 SIM	-	-	LCKR TO TRAINER RM	PROVIDE TEMPERED SAFETY GLASS
2-105	3'-0"	7'-0"	1 3/4"	1	HM/PT	-	-	3'-4"	7'-2"		A	HM/PT	J1A-3/A900	H1A-3/A900	N/A	-	TRAINER RM. TO STOR.	
3-105	3'-0"	7'-0"	1 3/4"	2	HM/PT	-	-	7'-8"	7'-2"		C2	HM/PT	J1-3/A900	H1-3/A900	N/A	-	TRAINER RM TO OFF.	PROVIDE TEMPERED SAFETY GLASS
1-106	3'-0"	7'-0"	1 3/4"	2	HM/PT	-	-	5'-6"	7'-2"		C1	HM/PT	J1A-3/A900	H1A-3/A900	N/A	-	TRAINER RM TO OFF.	PROVIDE TEMPERED SAFETY GLASS
1-107	2 (3'-0")	7'-0"	1 3/4"	2	HM/PT	-	45 MIN	6'-4"	7'-2"		A	ALUM	J1-3/A900	H1-3/A900	N/A	-	CORR. TO WT. RM	PROVIDE TEMPERED SAFETY GLASS ON 1HR RATED PARTITION
2-107	2 (3'-0")	7'-0"	1 3/4"	2	HM/PT	-	45 MIN	6'-4"	7'-2"		A	ALUM	J1-3/A900	H1-3/A900	N/A	-	CORR. TO WT. RM	PROVIDE TEMPERED SAFETY GLASS ON 1HR RATED PARTITION
1-110	3'-0"	7'-0"	1 3/4"	1	HM/PT	-	-	3'-4"	7'-2"		A	HM/PT	J1A-3/A900	H1A-3/A900	S1-3/A900	-	LCKR TO TOILET	PROVIDE NEW ADA MARBLE SADDLE
2-110	3'-0"	7'-0"	1 3/4"	1	HM/PT	-	-	3'-4"	7'-2"		A	HM/PT	J1A-3/A900	H1A-3/A900	N/A	-	LCKR TO STORAGE	-
1-111	3'-0"	7'-0"	1 3/4"	1	HM/PT	-	-	3'-4"	7'-2"		A	HM/PT	J1A-3/A900	H1A-3/A900	S1-3/A900	-	LCKR TO TOILET	PROVIDE NEW ADA MARBLE SADDLE
2-111	3'-0"	7'-0"	1 3/4"	1	HM/PT	-	-	3'-4"	7'-2"		A	HM/PT	J1A-3/A900	H1A-3/A900	N/A	-	LCKR TO STORAGE	-

LEGEND	
ETR	EXISTING TO REMAIN
WD	WOOD
HM	HOLLOW METAL
EX	EXISTING
PT	PAINTED
MFR	MANUFACTURER
ALUM	ALUMINUM
SIM	SIMILAR
FRP	FIBER REINFORCED POLYMER
STL	STEEL

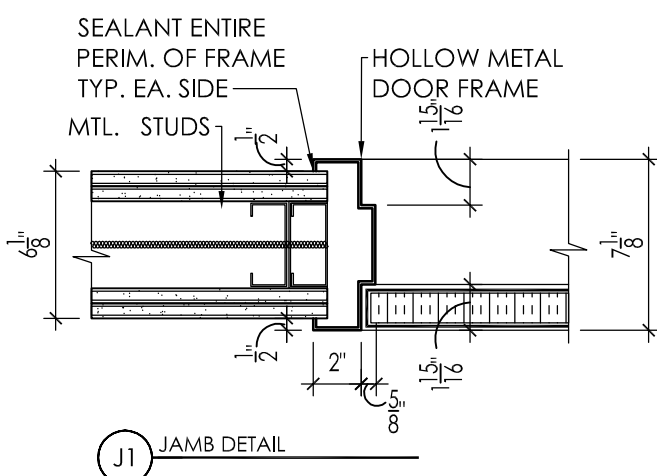


1 PINE BUSH HIGH SCHOOL DOOR TYPES
SCALE: 1/16" = 1'-0"

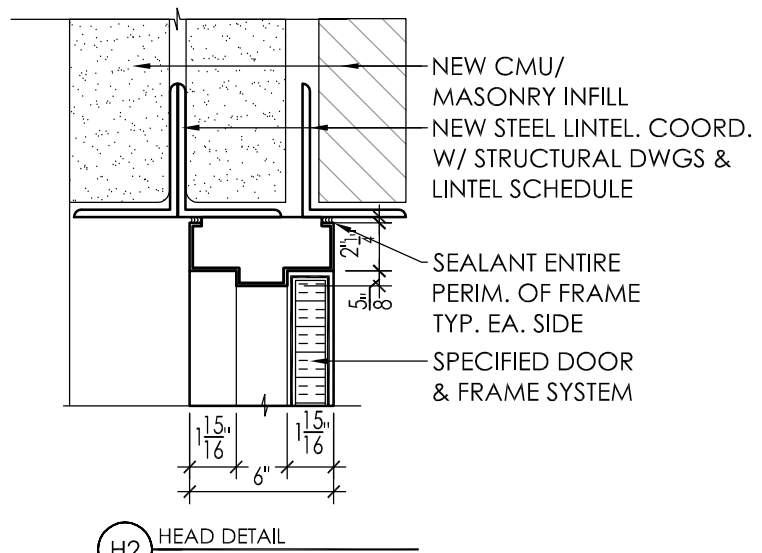
2 PINE BUSH HIGH SCHOOL DOOR FRAME TYPES
SCALE: 1/16" = 1'-0"



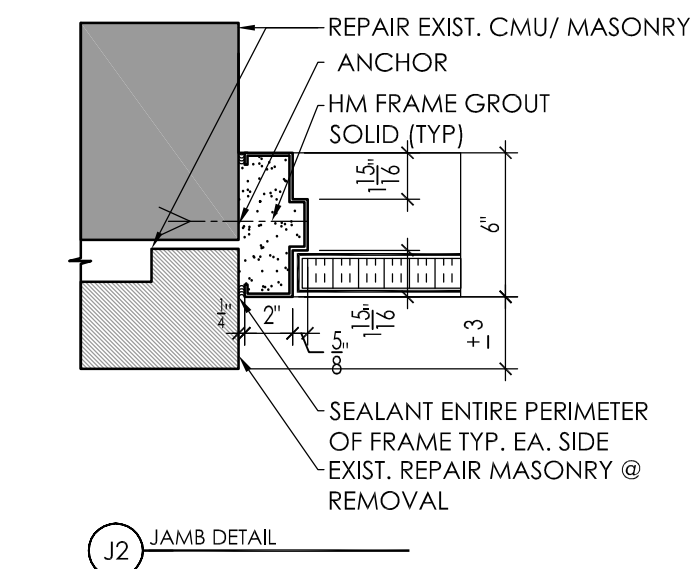
H1 HEAD DETAIL
H1A SAME AS "H1" (ONE LAYER OF GYP EA. SIDE) SCALE



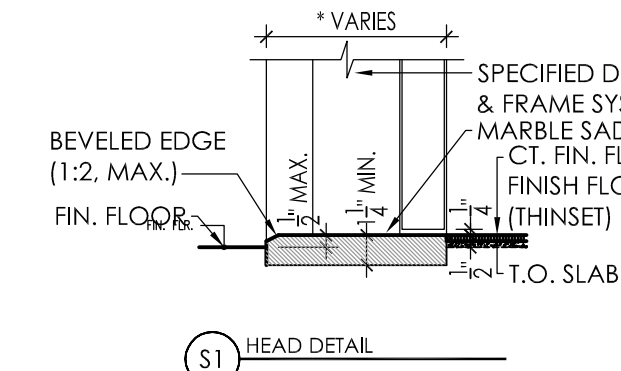
J1 JAMB DETAIL
J1A SAME AS "H1" (ONE LAYER OF GYP EA. SIDE) SCALE



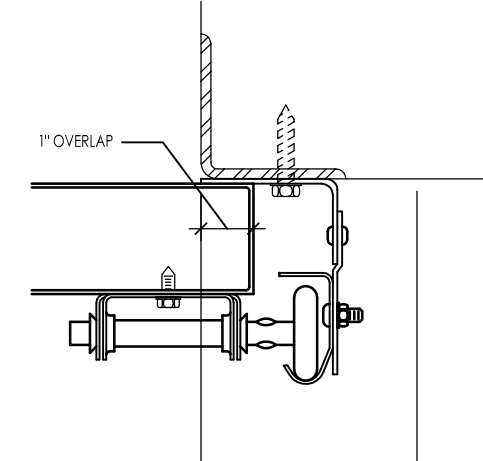
H2 HEAD DETAIL



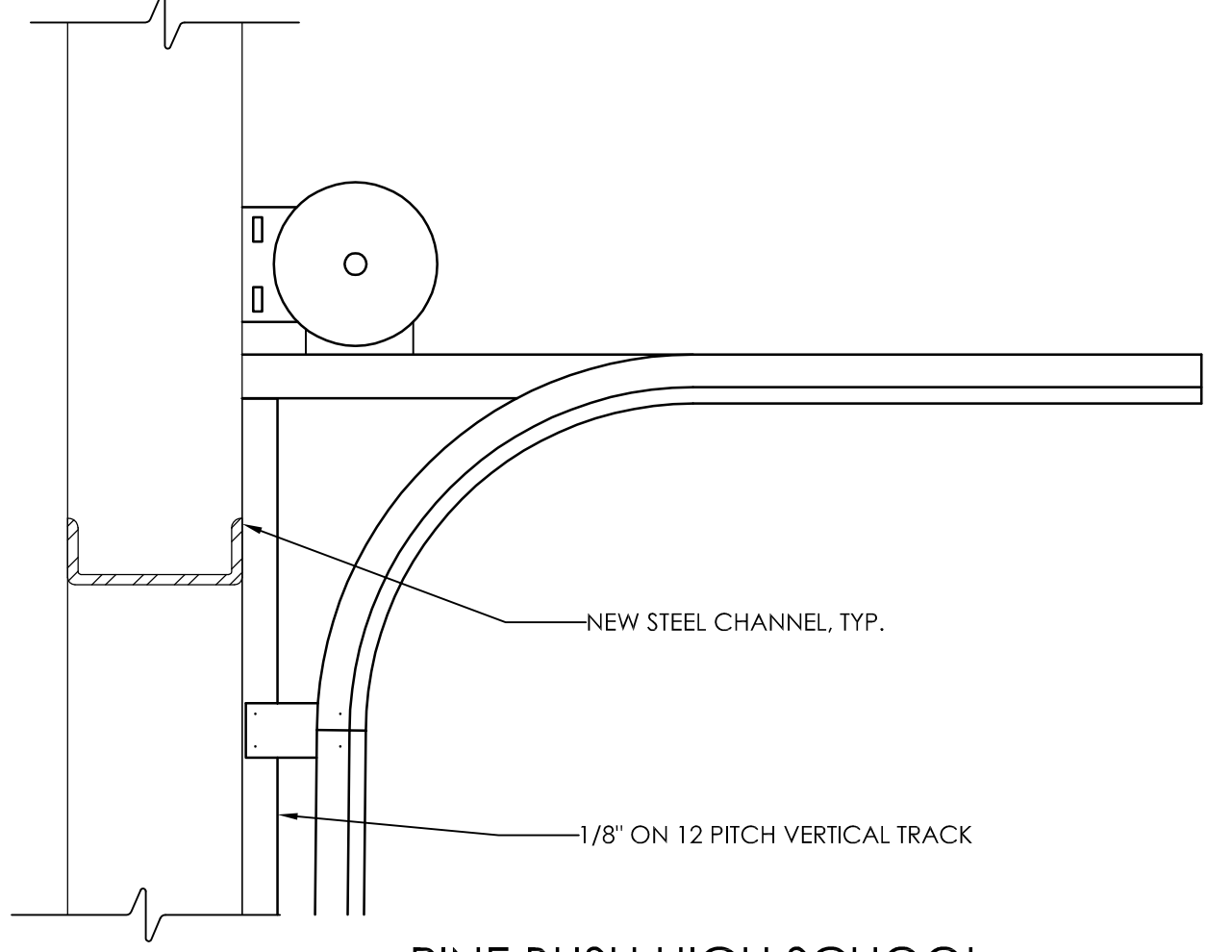
J2 JAMB DETAIL



S1 HEAD DETAIL



4A PINE BUSH HIGH SCHOOL OVERHEAD DOOR JAMB DETAIL
SCALE: 1-1/2" = 1'-0"



4B PINE BUSH HIGH SCHOOL OVERHEAD DOOR DETAIL
SCALE: 1-1/2" = 1'-0"

3 PINE BUSH HIGH SCHOOL DOOR DETAILS
SCALE: 1-1/2" = 1'-0"

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PINE BUSH CSD
2019 CAPITAL IMPROVEMENT PROJECT
PHASE 2

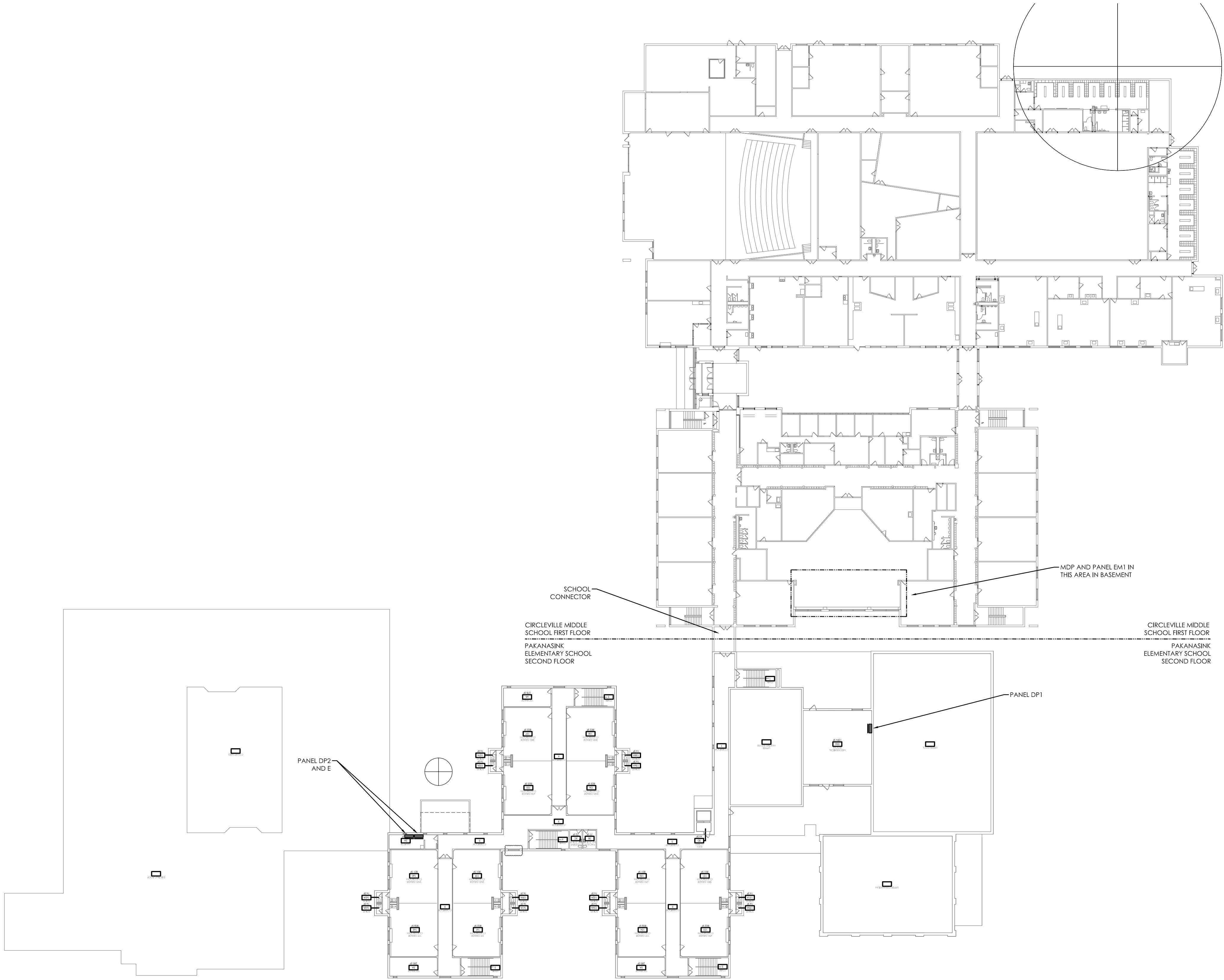
PINE BUSH HIGH SCHOOL - SED # 44-04-01-06-007-007
CIRCLEVILLE MIDDLE SCHOOL - SED # 44-04-01-06-001-0015
CIRCLEVILLE ELEMENTARY SCHOOL - SED # 44-04-01-06-009-016
PACANASINK ELEMENTARY SCHOOL - SED # 44-04-01-06-001-0015

DATE	DRAWN	CHECKED
03/08/2021	NWH	CML
SCALE: AS NOTED		
SHEET TITLE		
PINE BUSH HIGH SCHOOL DOOR DETAILS, TYPES, & SCHEDULES		

PROJECT NUMBER
14533.05

PBSH
A900

DRAWING NUMBER



1
E204
MIDDLE SCHOOL AND PAKANASINK OVERALL PLAN
SCALE: 1/32" = 1'-0"

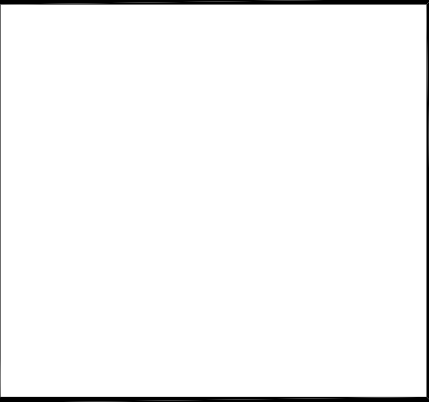
GENERAL NOTES:

- A. PROVIDE ANY ADDITIONAL POWER SUPPLIES OR OTHER MISCELLANEOUS COMPONENTS REQUIRED FOR A COMPLETE OPERATIONAL LIGHTING SYSTEM TO MEET INTENT OF LIGHTING SEQUENCE OF OPERATION AS SHOWN.
- B. INFORMATION ON DRAWING WAS OBTAINED THROUGH FIELD OBSERVATION AND AS-BUILT DOCUMENTATION. AREAS WITHOUT NEW FIRE ALARM DEVICES ARE NOT PART OF PROJECT SCOPE AND HAVE BEEN FIELD VERIFIED AND DETERMINED TO MEET NEW YORK STATE SED REQUIREMENTS MANUAL PLANNING STANDARDS 2014 VERSION.
- C. DRAWINGS ARE GRAPHICAL REPRESENTATIONS OF APPROXIMATE EQUIPMENT AND DEVICE LOCATIONS. CONTRACTOR SHALL VISIT THE SITE TO DETERMINE THE EXACT EXTENT OF FIRE ALARM WORK REQUIRED TO COMPLETE THE PROJECT.
- D. FINAL TESTING OF FIRE ALARM SYSTEM SHALL COMPLY WITH ALL NFPA 72 REQUIREMENTS. ANY ALTERED CIRCUIT(S) SHALL HAVE ALL ASSOCIATED LOOP DEVICES TESTED IN THEIR ENTIRETY AND 10% OF NEIGHBORING ZONE/LOOP DEVICES ARE ALSO TO BE TESTED.
- E. ALL NEW FAN SHUTDOWN RELAYS SHALL BE PROGRAMMED TO DE-ENERGIZE ASSOCIATED HVAC UNIT FAN UPON ACTIVATION OF FIRE ALARM SYSTEM.
- F. ALL SYSTEMS CABLING SHALL BE RUN IN FREE-AIR AND SUPPORTED ABOVE CEILINGS VIA J-HOOKS. J-HOOKS NOT TO EXCEED 5'-0" SPACING.
- G. THE CONTRACTOR SHALL PROVIDE NEW NOTIFICATION APPLIANCE (NAC) PANEL ON EACH FLOOR TO ACCOMMODATE NEW NOTIFICATION DEVICES. PANELS SHALL BE LOCATED IN ACCESSIBLE CLOSET SPACE ON ASSOCIATED FLOOR. COORDINATE EXACT PANEL LOCATION WITH OWNER PRIOR TO INSTALLATION. SERVE NEW NAC PANEL FROM NEAREST AVAILABLE 120VAC PANELBOARD SOURCE WITH (2) #12, #12 G IN 1/2" EMT CONDUIT. CIRCUIT LENGTHS EXCEEDING 100' SHALL BE WITH #10 AWG. PROVIDE 20/1 CIRCUIT BREAKER IN AVAILABLE PANEL SPACE AND ASSOCIATED "BREAKER ON" LOCK. NEW CIRCUIT BREAKER SHALL BE U.L. LISTED AND MATCH EXISTING PANEL INTERRUPTING RATING.
- H. INITIATION DEVICES SHOWN SHALL NOT BE LOCATED IN A DIRECT AIRFLOW PATH OR CLOSER THAN 3' OF AN AIR SUPPLY DIFFUSER OR RETURN AIR GRILLE.
- I. FIRE ALARM CABLING RUN EXPOSED IN UNFINISHED AREAS SHALL BE INSTALLED IN EMT CONDUIT AND PAINTED TO MATCH EXISTING WALL/CEILING FINISH. HORIZONTAL RUNS THROUGH WALLS AND VERTICAL RUNS THROUGH FLOORS SHALL BE SLEEVED IN EMT CONDUIT AND FIRE CAULKED. ALL FIRE ALARM CABLING RUN EXPOSED IN FINISHED SPACES SHALL BE INSTALLED IN 500 SERIES STEEL WIREMOLD, IVORY IN COLOR.
- J. MOUNT SMOKE DETECTORS WITHIN 5 FEET OF DOORS THAT CLOSE ON A FIRE ALARM ACTIVATION. REFER TO NFPA 72 FOR THE MINIMUM DISTANCE A SMOKE DETECTOR CAN BE FROM DOOR.
- K. FOR PUBLIC MODE, WALL MOUNTED VISUALS OR AUDIBLE/VISUALS SHALL BE MOUNTED SUCH THAT THE ENTIRE LENS IS NOT LESS THAN 80" AND NOT GREATER THAN 96" ABOVE FINISHED FLOOR. REFER TO NFPA 72 FOR CEILING MOUNTED VISUALS. REFER TO NFPA FOR SPACING OF STROBES. WHERE CEILINGS HEIGHTS ALLOW, WALL MOUNTED AUDIBLE ONLY APPLIANCES SHALL HAVE THEIR TOPS ABOVE FINISHED FLOOR AT HEIGHTS OF NOT LESS THAN 90".
- L. THE OPERABLE PART OF PULL STATIONS SHALL BE MOUNTED MORE THAN 3-1/2 FEET BUT LESS THAN 4-1/2 FEET ABOVE THE FLOOR. REFER TO NFPA FOR SPACING OF DEVICES.
- M. REFER TO MANUFACTURER INSTALLATION GUIDELINES FOR DUCT SMOKE DETECTOR INSTALLATION.
- N. ADDRESSABLE DEVICES SHOULD ONLY BE INSTALLED IN AREAS WHERE AMBIENT TEMPERATURE IS BETWEEN 32° AND 100° F.
- O. AT EACH (X) SYMBOL INDICATES, REFER TO ELECTRICAL EQUIPMENT WIRING SCHEDULE ON DRAWING CVMS-E900.
- P. EXISTING FIRE ALARM SYSTEM VENDOR OPEN SYSTEMS METRO, 914-241-0057.

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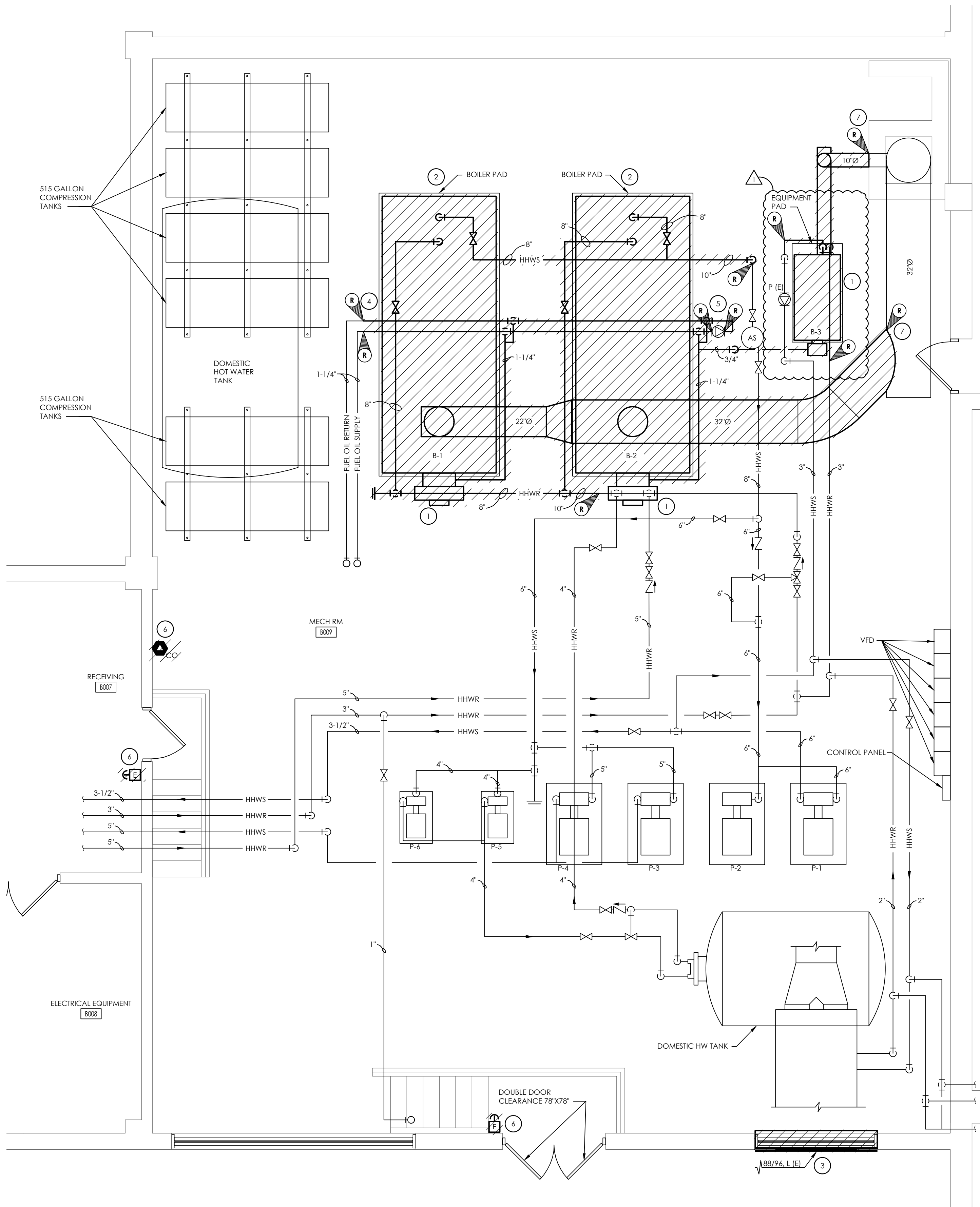
PINE BUSH CSD
2019 CAPITAL IMPROVEMENT PROJECT
PHASE 2

PINE BUSH HIGH SCHOOL - SED #: 44-04-01-06-0-007-027
CIRCLEVILLE MIDDLE SCHOOL - SED #: 44-04-01-06-0-014-015
CIRCLEVILLE ELEMENTARY SCHOOL - SED #: 44-04-01-06-0-009-016
PAKANASINK ELEMENTARY SCHOOL - SED #: 44-04-01-06-0-012-015

DATE 03/08/2021	DRAWN MAY	CHECKED JBT
SCALE 1/16" = 1'-0"		
SHEET TITLE MIDDLE SCHOOL AND PAKANASINK OVERALL PLAN		

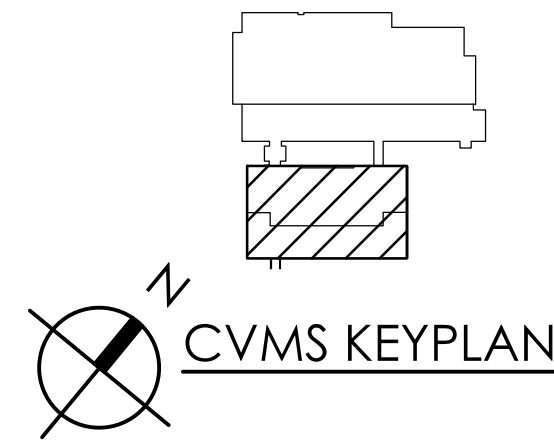
PROJECT NUMBER
14533.05

CVMS
E204
DRAWING NUMBER



1
H100
SCALE: 1/4" = 1'-0"

BASEMENT HVAC DEMOLITION PLAN



GENERAL NOTES:

1. FIELD VERIFY EXISTING PIPE SIZES.

KEY NOTES:

1. REMOVE EXISTING BOILERS. RETURN BURNERS TO OWNER. PREPARE PIPING, FLUE, AND CONTROLS FOR NEW CONNECTION.
2. REMOVE EXISTING BOILER PAD. PREPARE EXISTING FLOOR FOR NEW PAD.
3. DEMO EXISTING LOUVER. PREPARE EXTERIOR WALL OPENING FOR INSTALLATION OF NEW COMBUSTION AIR LOUVER.
4. REMOVE FUEL OIL PIPING TO POINT INDICATED. PREPARE PIPING FOR NEW CONNECTION.
5. SAVE EXISTING FUEL OIL PUMP FOR PIPING RECONNECTION.
6. REMOVE EXISTING SENSORS. RE-ROUTE WIRING FOR CONNECTION TO NEW SENSOR POSITIONS.
7. PREPARE MAIN FLUE PIPING FOR NEW CONNECTION.



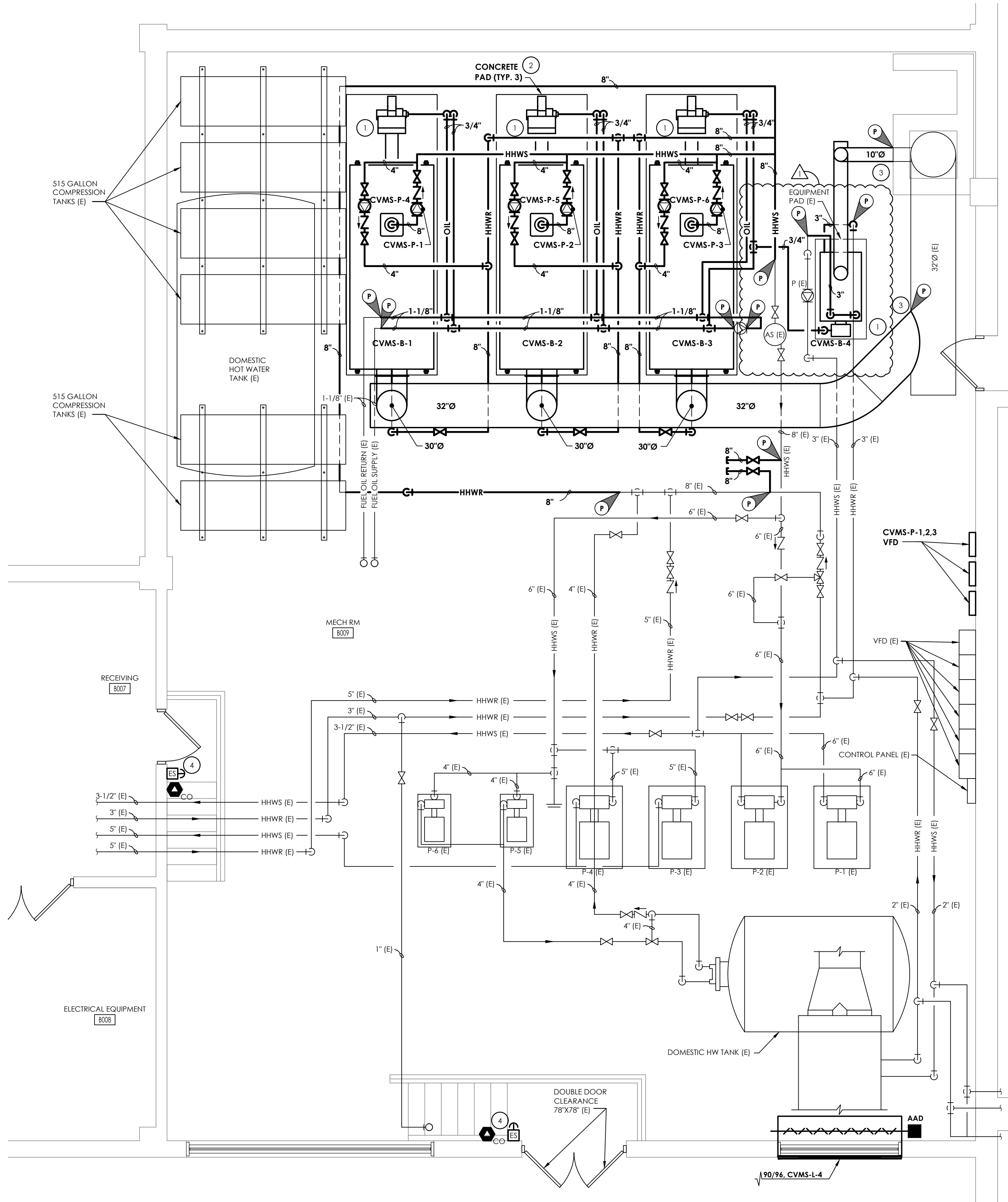
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PINE BUSH CSD
2019 CAPITAL IMPROVEMENT PROJECT
PHASE 2
PINE BUSH HIGH SCHOOL - SED #: 44-04-01-06-0-007-007
CIRCLEVILLE MIDDLE SCHOOL - SED #: 44-04-01-06-0-014-015
CIRCLEVILLE ELEMENTARY SCHOOL - SED #: 44-04-01-06-0-009-016
PAKANSINK ELEMENTARY SCHOOL - SED #: 44-04-01-06-0-012-015

DATE	DRAWN	CHECKED
03/08/2021	ZBH	JJM
SCALE 1/4" = 1'-0"		
SHEET TITLE		
BASEMENT HVAC DEMOLITION PLAN		

PROJECT NUMBER
14533.05
CVMS H100
DRAWING NUMBER



1
H200
SCALE: 1/4" = 1'-0"

BASEMENT HVAC NEW WORK PLAN

GENERAL NOTES:

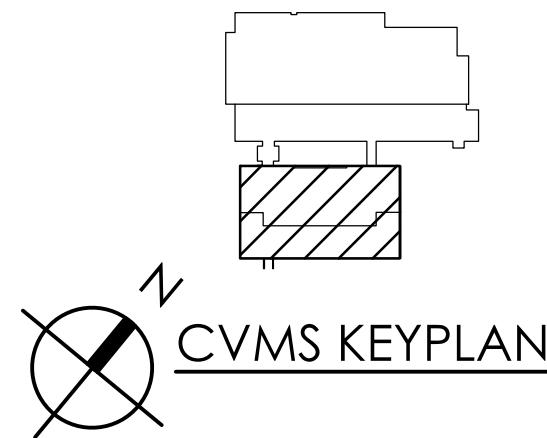
1. FIELD VERIFY EXISTING PIPE SIZES.

KEY NOTES:

1. INSTALL NEW BOILER AND BURNER. CONNECT NEW CONTROLS TO EXISTING HONEYWELL BMS.
2. PROVIDE EACH NEW BOILER WITH A REBAR REINFORCED CONCRETE PAD (204"Lx66"Wx6"H).
3. CONNECT NEW FLUE TO EXISTING MAIN.
4. PROVIDE NEW EMERGENCY BOILER SHUT DOWN AND CO DETECTORS.

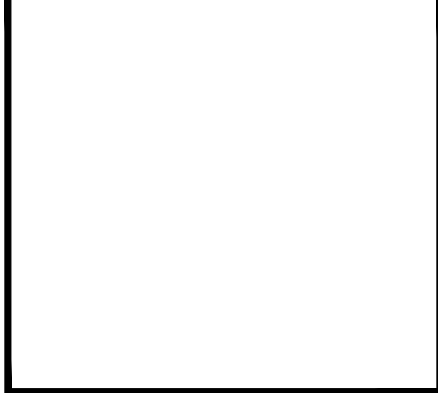
CONTROLS AND SEQUENCE OF OPERATION

- A. BOILER CIRCULATOR PUMPS CVMS-P-1, CVMS-P-2, AND CVMS-P-3 SHALL BE ENABLED BY THE BOILER CONTROLLER ON A CALL FOR BOILER CVMS-B-1, CVMS-B-2, AND CVMS-B-3 OPERATION, RESPECTIVELY. THE ASSOCIATED BOILER CIRCULATOR PUMP SHALL BE DISABLED WHEN ITS ASSOCIATED BOILER IS COMMANDED OFF.
- B. PROVIDE A THERMOWELL AND TEMPERATURE TRANSMITTER IN EACH BOILER RETURN WATER PIPING ADJACENT TO THE BOILER RETURN WATER CONNECTION. PROVIDE THE NECESSARY CONTROLS SUCH THAT THE BOILER RETURN WATER TEMPERATURE TRANSMITTER ENABLES AND DISABLES THE BYPASS CIRCULATOR PUMPS CVMS-P-4, CVMS-P-5, AND CVMS-P-6. IF A BOILER IS ENABLED, ENABLE THE ASSOCIATED BYPASS CIRCULATOR PUMP WHEN THE RETURN WATER TEMPERATURE DECREASES TO BELOW 145 DEG. F. DISABLE THE BYPASS CIRCULATOR PUMP WHEN THE RETURN WATER TEMPERATURE EXCEEDS 155 DEG. F. THE BYPASS CIRCULATOR PUMP SHALL BE OFF IF ITS ASSOCIATED BOILER IS OFF.
- C. PROVIDE THE NECESSARY CONTROLS TO MONITOR THE BUILDING HEATING HOT WATER SUPPLY TEMPERATURE BASED ON AN OUTSIDE AIR TEMPERATURE RESET SCHEDULE AND INTEGRATE WITH THE BOILER OPERATION. THIS MAY BE ACCOMPLISHED THROUGH EITHER THE BOILER CONTROLLER OR AN INDEPENDENT CONTROLLER SUPPLIED AS PART OF THIS WORK. PROVIDE THE NECESSARY THERMOWELL AND TEMPERATURE TRANSMITTER TO MONITOR THE HHWS TEMPERATURE.



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PINE BUSH CSD
2019 CAPITAL IMPROVEMENT PROJECT
PHASE 2

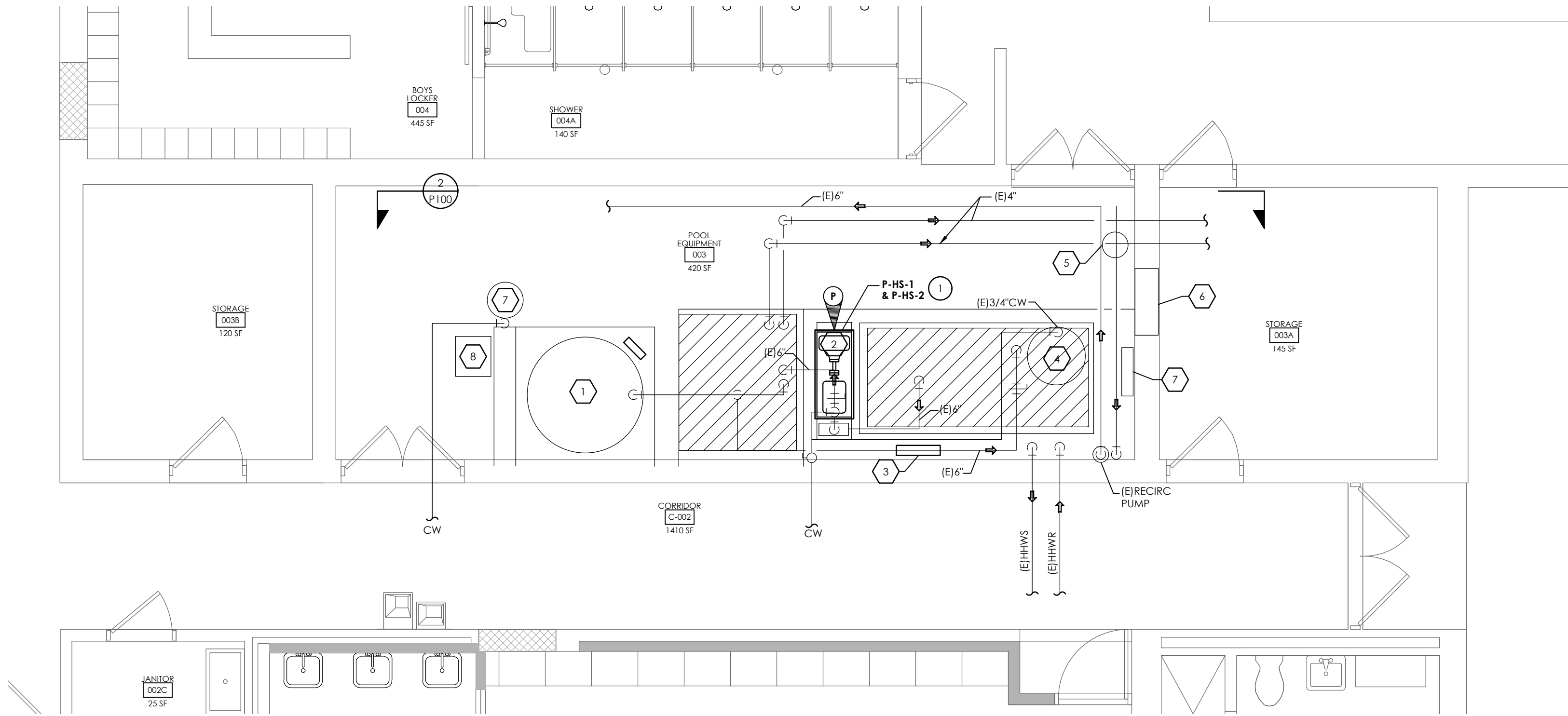
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CIRCLEVILLE MIDDLE SCHOOL - SED #: 44-04-01-06-0-014-015
CIRCLEVILLE ELEMENTARY SCHOOL - SED #: 44-04-01-06-0-009-016
PAKANASINK ELEMENTARY SCHOOL - SED #: 44-04-01-06-0-012-015

DATE	DRAWN	CHECKED
03/08/2021	ZBH	JJM
SCALE	1/4" = 1'-0"	
SHEET TITLE	BASEMENT HVAC NEW WORK PLAN	

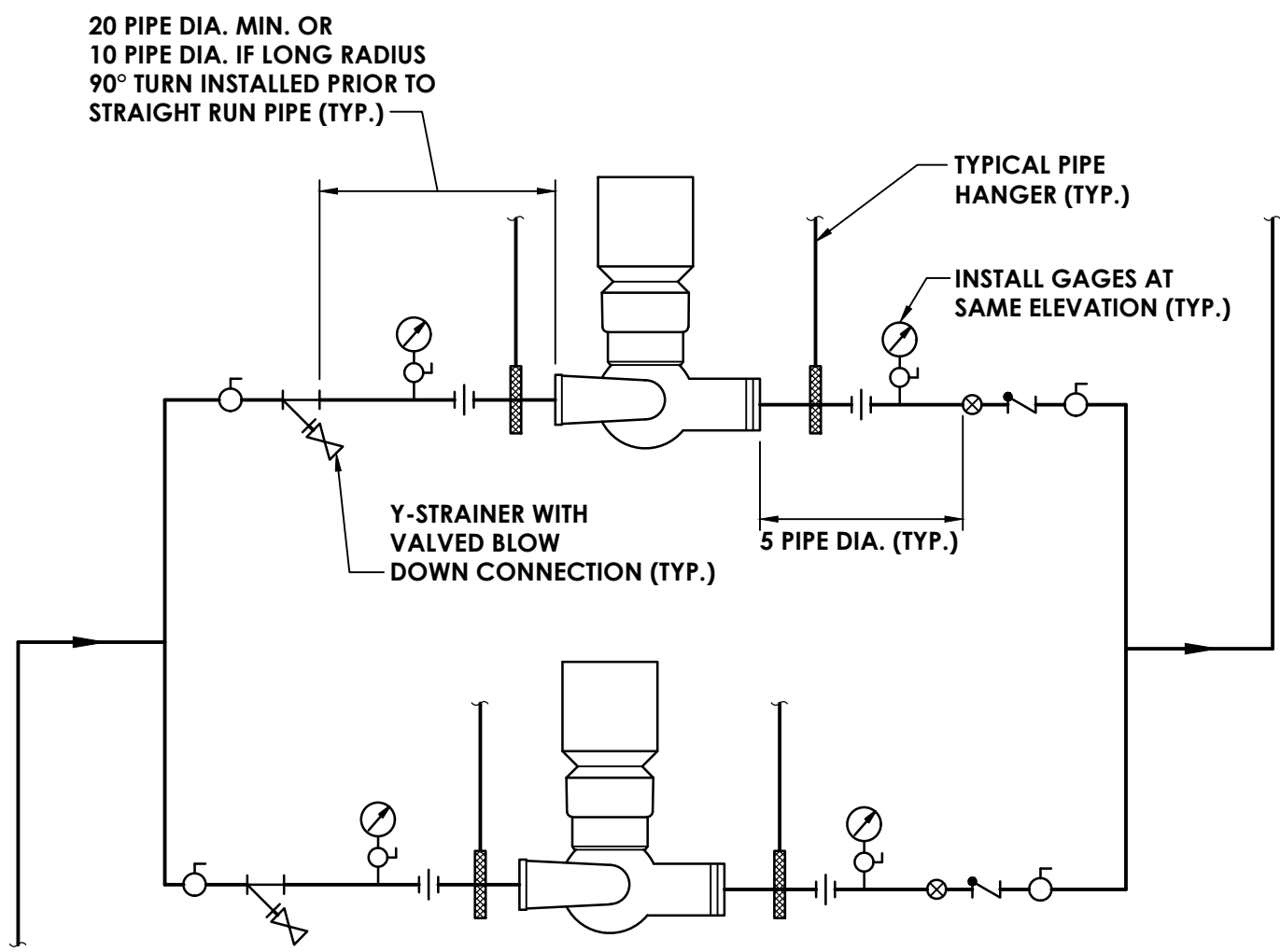
PROJECT NUMBER
14533.05

CVMS
H200
DRAWING NUMBER

Drawing Name: S:\Projects\Pine Bush CSD\2019 Bond Ref\Design\06 CAD\AutoCAD\PLUM\P2\PBHS\PBHS P200.dwg Date last accessed: 3/23/2021 8:39 AM Date last plotted: 3/23/2021 10:26 AM Plotted By: Zach Hockford



1 BASEMENT POOL AREA PLUMBING NEW WORK PLAN
SCALE: 1/4" = 1'-0"

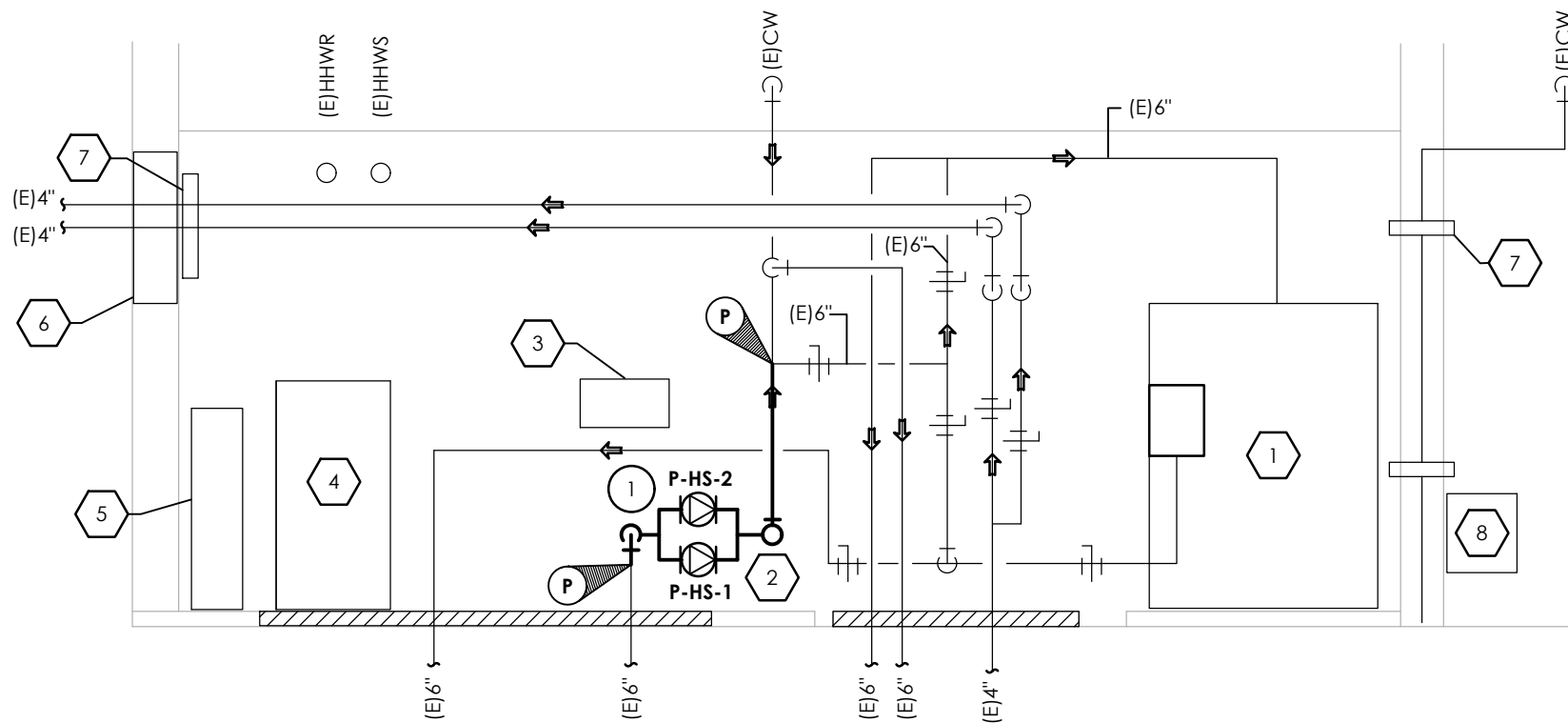


3 INLINE PUMP SCHEMATIC
NOT TO SCALE

MARK	LOCATION	SERVICE	GPM	HD (FT.)	ELECTRICAL DATA			TYPICAL UNIT MFG & MODEL NO.	REMARKS:
					HP	VOLTS	PH		
P-HS-1	POOL EQUIPMENT	POOL	370	75	10	208	3	MARLOW 4SPC10EC	ALL
P-HS-2	POOL EQUIPMENT	POOL	370	75	10	208	3	MARLOW 4SPC10EC	ALL

REMARKS:

- EPOXY COATED.
- INTEGRAL STRAINER.
- FACTORY WIRED DISCONNECT.



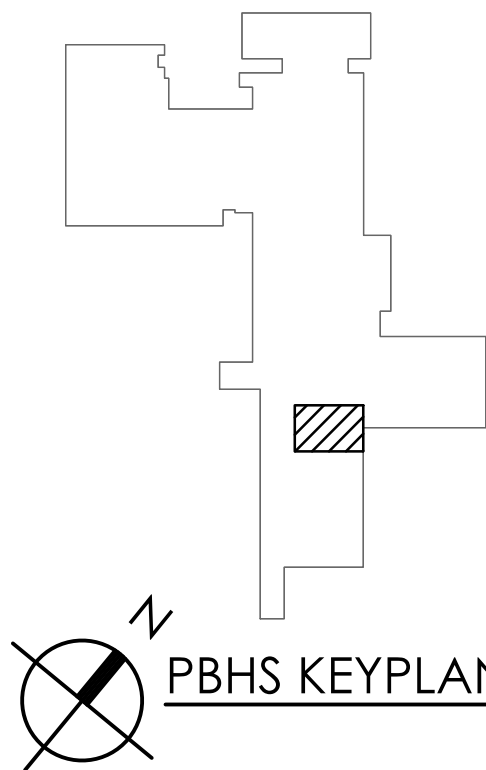
2 POOL EQUIPMENT SECTION
SCALE: NOT TO SCALE

EXISTING POOL EQUIPMENT:

- (E) NEPTUNE MODEL 66SRFLL-SLA-6P80-R
FILTER AREA (SQ. FT.) 23.8
MAX FLOW RATE (GPM) 357
MAX WORKING PRESSURE 50 PSI
- CENTURY MODEL PL1A807A01C MOTOR
(E) 10 HP, 1760 RPM. MARLOW 4SPC10ED PUMP.
- (E) CHEMTROL CONTROL SYSTEM
- (E) ACE ROTO-MOLD 160 GAL. STORAGE TANK
- (E) LIQUID CARBON DIOXIDE
- (E) EXHAUST FAN
- (E) ELECTRIC PANEL
- (E) SAFETY SHOWER & EYEWASH
- (E) MOP SINK

KEY NOTES:

- INSTALL NEW INLINE PUMPS. CONNECT TO EXISTING SUPPLY AND RETURN PIPES.



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PINE BUSH CSD
2019 CAPITAL IMPROVEMENT PROJECT
PHASE 2

PINE BUSH HIGH SCHOOL - SED #: 44-04-01-06-0-007-007
CIRCLEVILLE MIDDLE SCHOOL - SED #: 44-04-01-06-0-014-015
CIRCLEVILLE ELEMENTARY SCHOOL - SED #: 44-04-01-06-0-009-016
PAKANASINK ELEMENTARY SCHOOL - SED #: 44-04-01-06-0-012-015

DATE	DRAWN	CHECKED
03/08/2021	ZBH	JJM

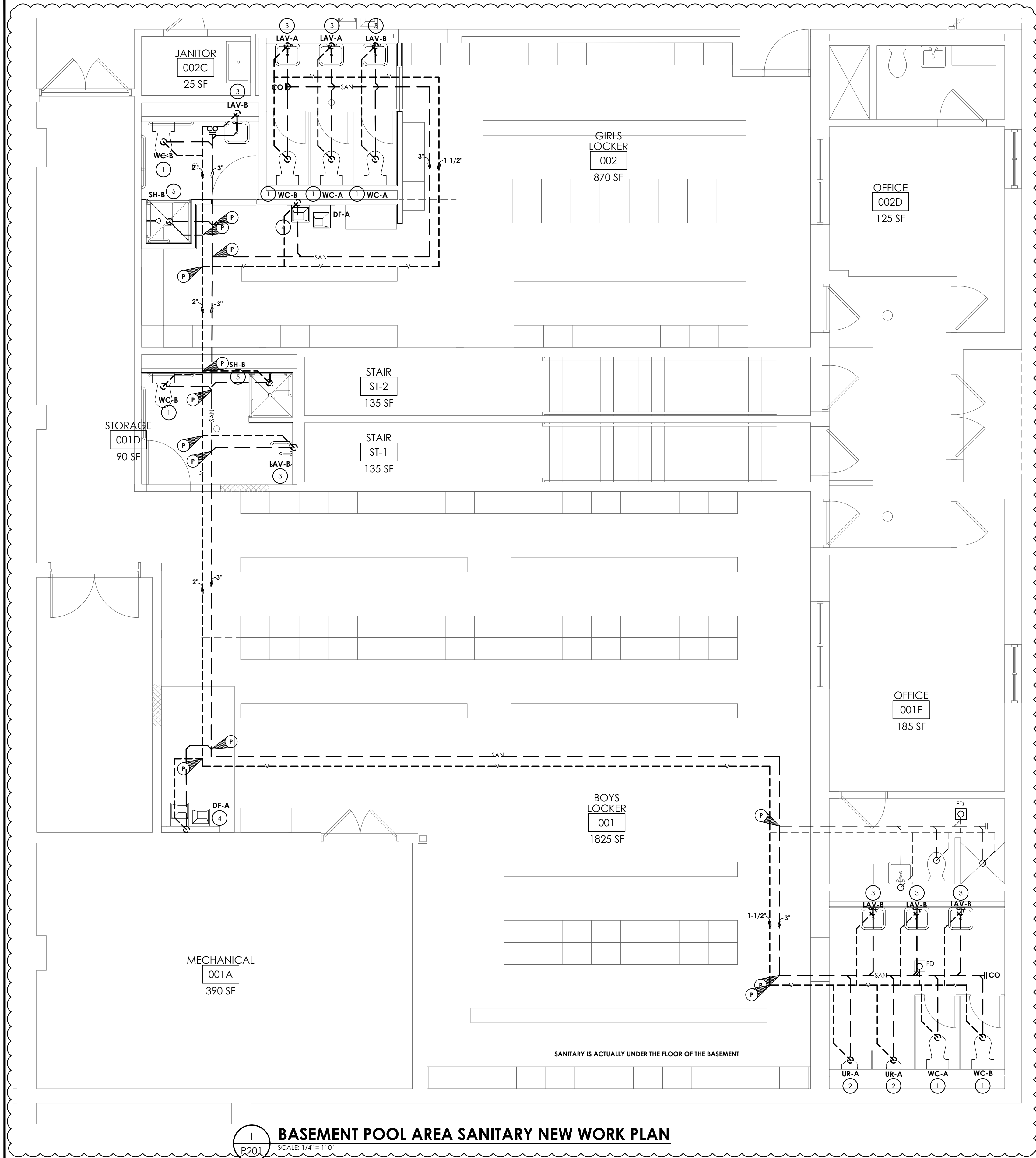
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SHEET TITLE

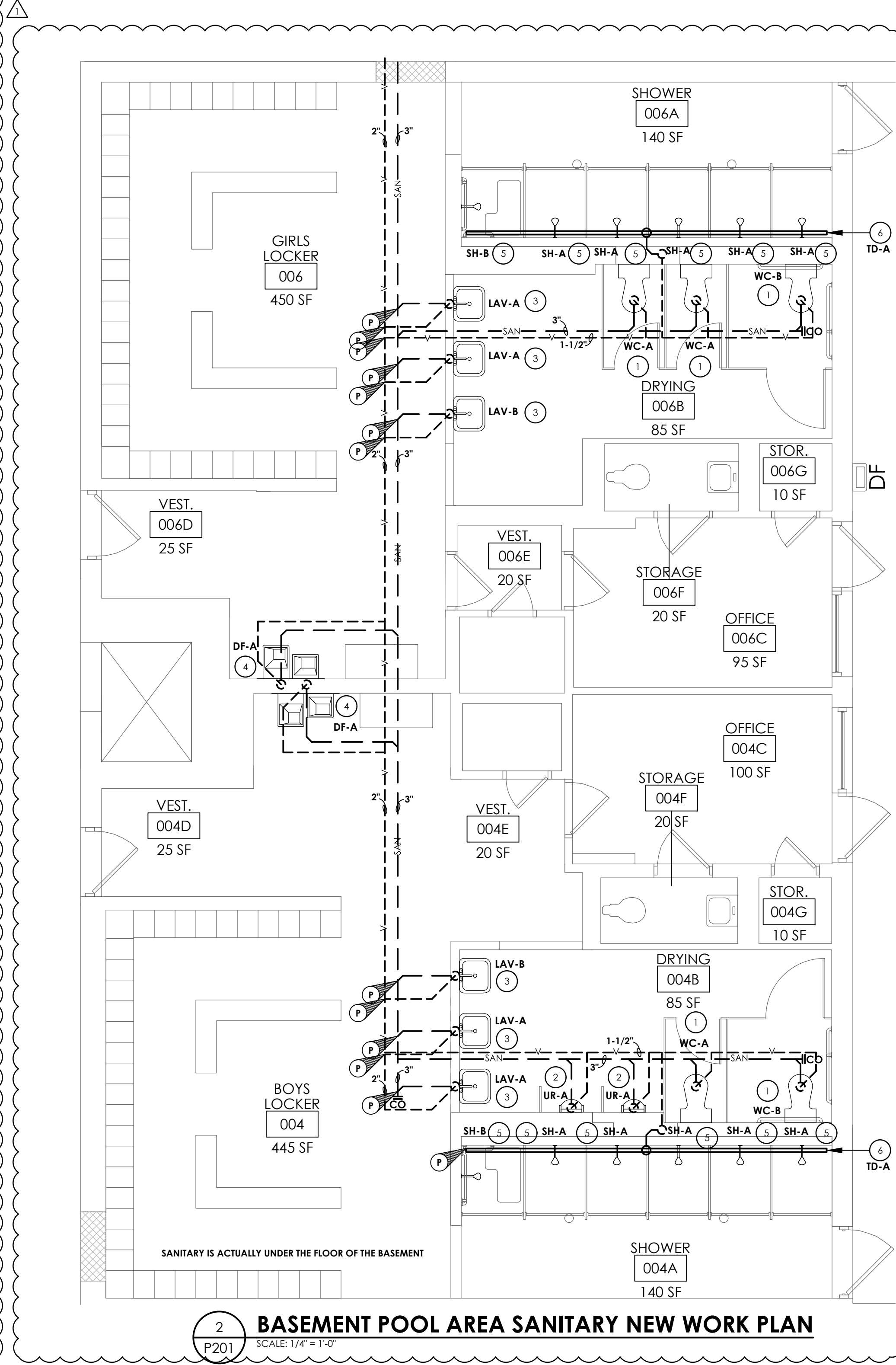
**BASEMENT POOL AREA
PLUMBING NEW WORK
PLAN**

PROJECT NUMBER
14533.05

PBHS
P200
DRAWING NUMBER



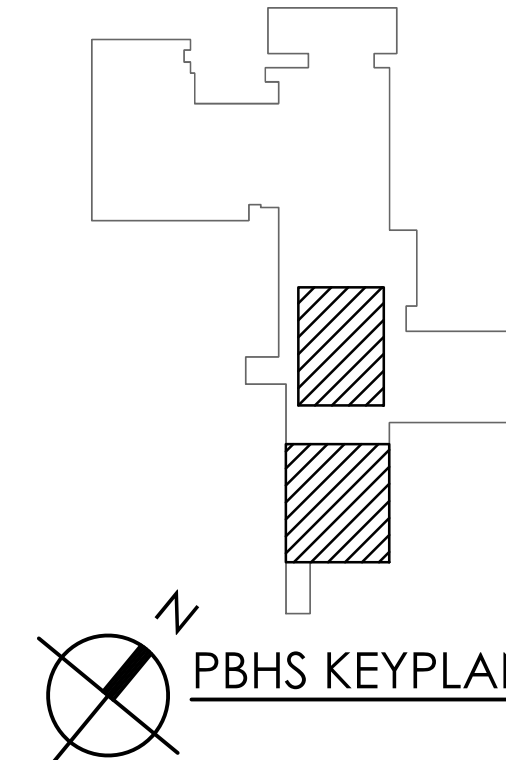
1 BASEMENT POOL AREA SANITARY NEW WORK PLAN
SCALE: 1/4" = 1'-0"



2 BASEMENT POOL AREA SANITARY NEW WORK PLAN
SCALE: 1/4" = 1'-0"

KEY NOTES:

- 1 EXTEND EXISTING CW/ SANITARY PIPING TO WATER CLOSET. PROVIDE WATER CLOSET WITH 1-1/4" CW AND 4" SANITARY CONNECTION. PATCH WALL AS NEEDED AND PAINT TO MATCH EXISTING.
- 2 EXTEND EXISTING CW/ SANITARY PIPING TO URINAL. PROVIDE URINAL WITH 3/4" CW AND 2" SANITARY CONNECTION. PATCH WALL AS NEEDED AND PAINT TO MATCH EXISTING.
- 3 EXTEND EXISTING CW/HW/ SANITARY PIPING TO LAVATORY. PROVIDE LAVATORY WITH 1/2" CW, 1/2" HW AND 2" SANITARY CONNECTION. PATCH WALL AS NEEDED AND PAINT TO MATCH EXISTING.
- 4 EXTEND EXISTING CW/HW/ SANITARY PIPING TO DUAL LEVEL DRINKING FOUNTAIN. PROVIDE WITH 3/4" CW AND 2" SANITARY CONNECTION. PATCH WALL AS NEEDED AND PAINT TO MATCH EXISTING.
- 5 EXTEND EXISTING CW/HW/ SANITARY PIPING TO SHOWER STALL. PROVIDE SHOWER STALL WITH 1/2" CW, 1/2" HW AND 2" SANITARY CONNECTION. PATCH WALL AS NEEDED AND PAINT TO MATCH EXISTING.
- 6 PROVIDE TRENCH DRAIN WITH 2" SANITARY CONNECTION. PATCH WALL AS NEEDED AND PAINT TO MATCH EXISTING.



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PINE BUSH CSD
2019 CAPITAL IMPROVEMENT PROJECT
PHASE 2

PINE BUSH HIGH SCHOOL - SED #: 44-04-01-06-0-007-007
CIRCLEVILLE MIDDLE SCHOOL - SED #: 44-04-01-06-0-01-04-015
CIRCLEVILLE ELEMENTARY SCHOOL - SED #: 44-04-01-06-0-009-016
PAKANASINK ELEMENTARY SCHOOL - SED #: 44-04-01-06-0-012-015

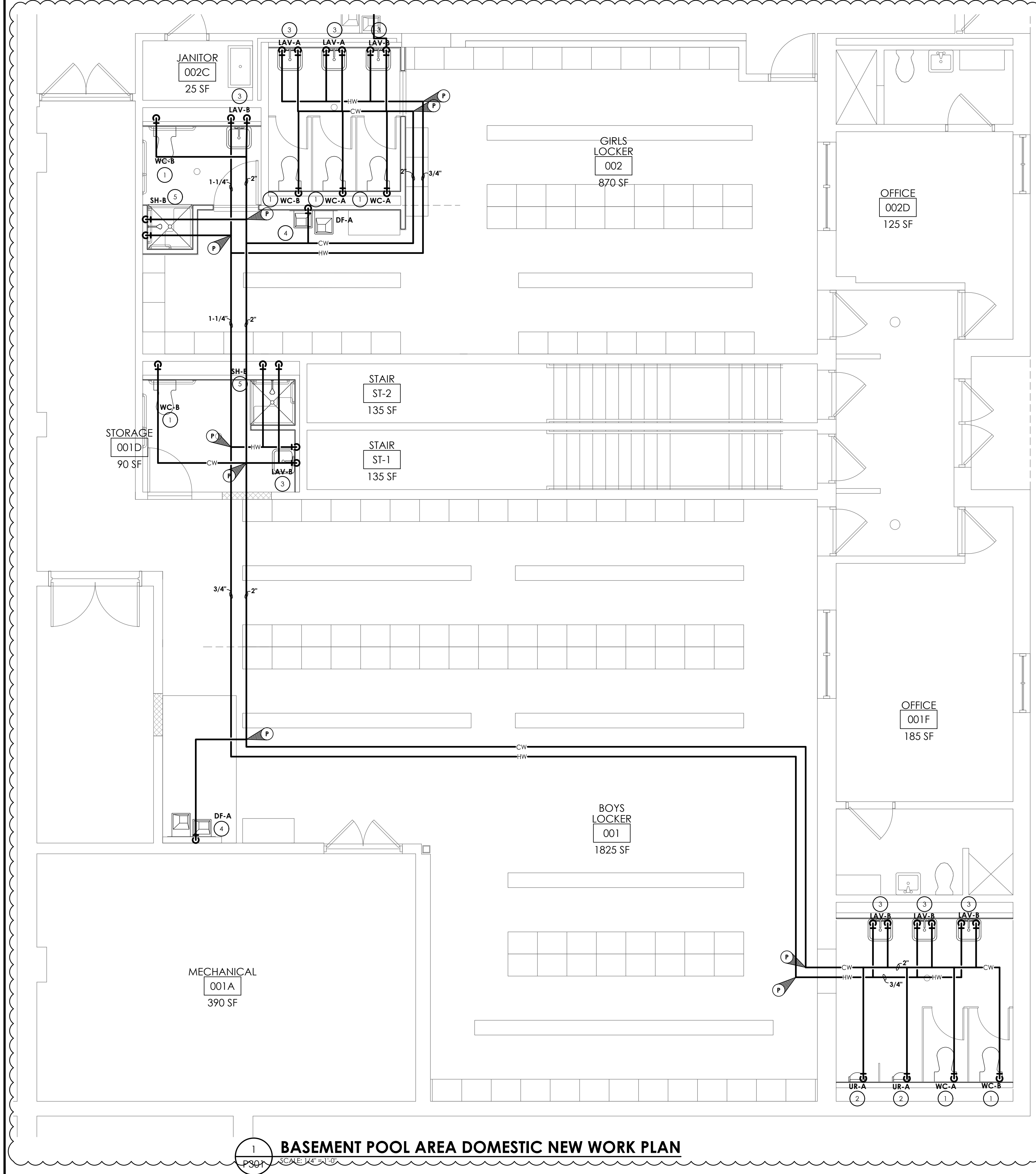
DATE	DRAWN	CHECKED
03/08/2021	NRH	JJM

SCALE: 1/4" = 1'-0"

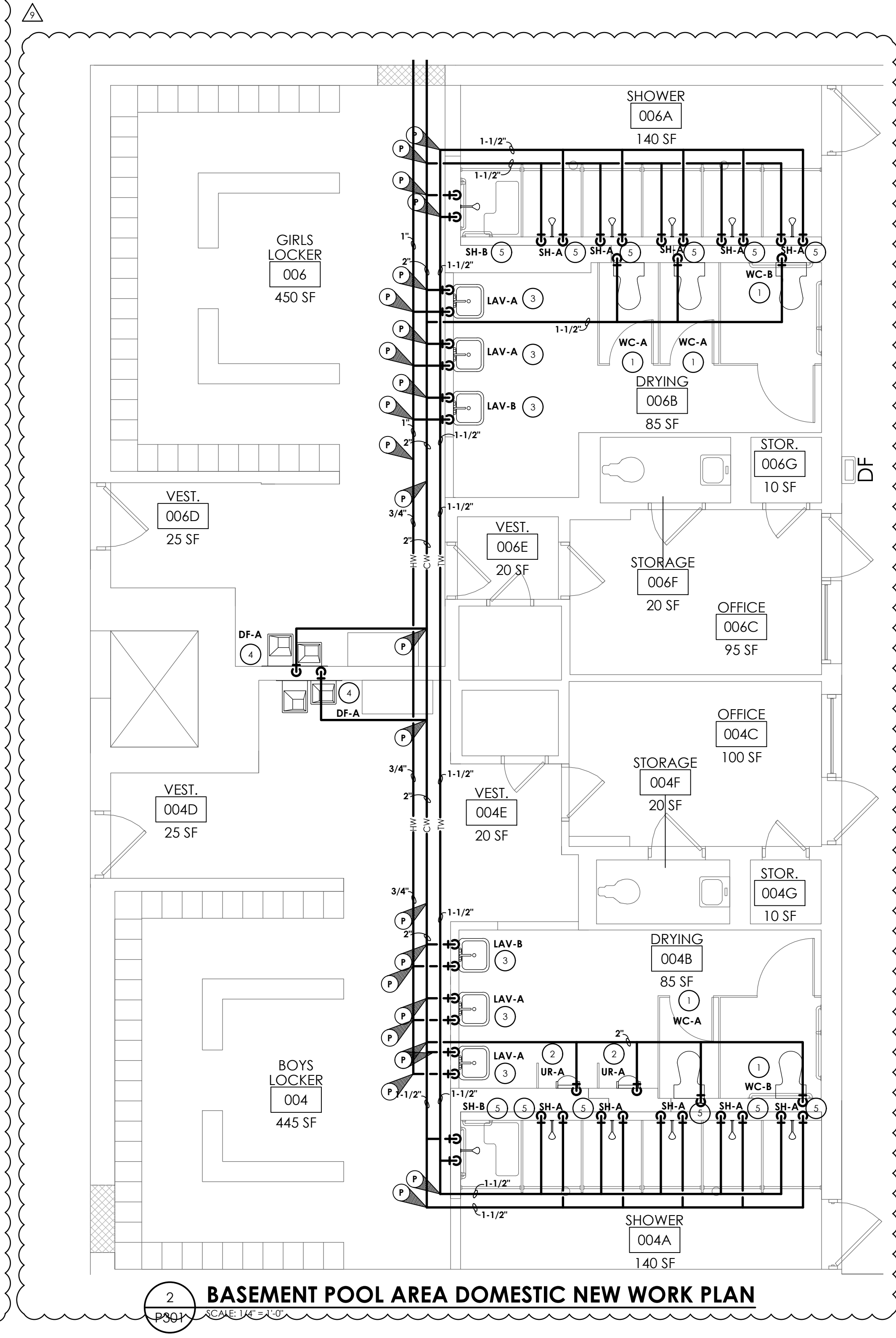
SHEET TITLE
BASEMENT POOL AREA
PLUMBING SANITARY
NEW WORK PLAN

PROJECT NUMBER
14533.05

PBHS
P201
DRAWING NUMBER



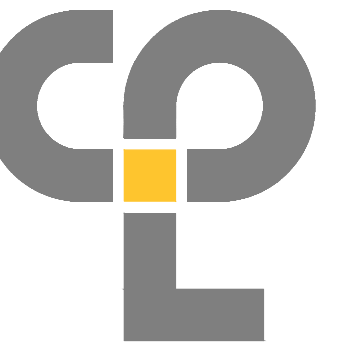
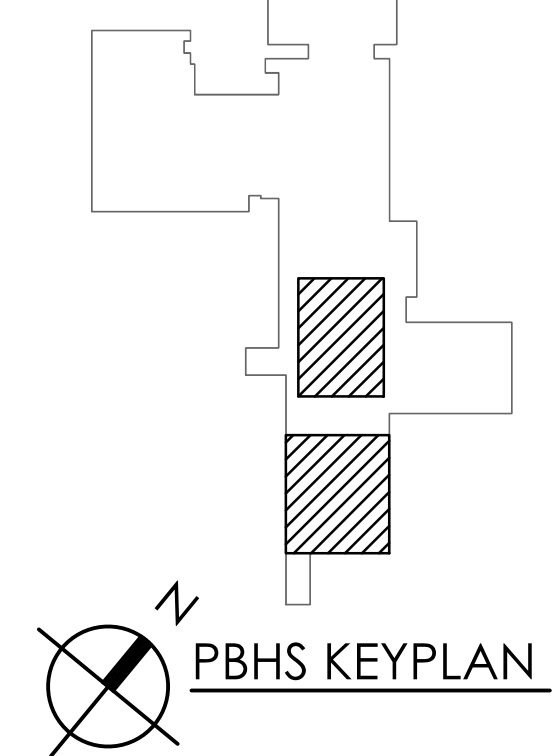
1 BASEMENT POOL AREA DOMESTIC NEW WORK PLAN
P301 SCALE: 1/4" = 1'-0"



2 BASEMENT POOL AREA DOMESTIC NEW WORK PLAN
P302 SCALE: 1/4" = 1'-0"

KEY NOTES:

1. EXTEND EXISTING CW/ SANITARY PIPING TO WATER CLOSET. PROVIDE WATER CLOSET WITH 1-1/4" CW AND 4" SANITARY CONNECTION. PATCH WALL AS NEEDED AND PAINT TO MATCH EXISTING.
2. EXTEND EXISTING CW/ SANITARY PIPING TO URINAL. PROVIDE URINAL WITH 3/4" CW AND 2" SANITARY CONNECTION. PATCH WALL AS NEEDED AND PAINT TO MATCH EXISTING.
3. EXTEND EXISTING CW/HW/ SANITARY PIPING TO LAVATORY. PROVIDE LAVATORY WITH 1/2" CW, 1/2" HW AND 2" SANITARY CONNECTION. PATCH WALL AS NEEDED AND PAINT TO MATCH EXISTING.
4. EXTEND EXISTING CW/HW/ SANITARY PIPING TO DUAL LEVEL DRINKING FOUNTAIN. PROVIDE WITH 3/4" CW AND 2" SANITARY CONNECTION. PATCH WALL AS NEEDED AND PAINT TO MATCH EXISTING.
5. EXTEND EXISTING CW/HW/ SANITARY PIPING TO SHOWER STALL. PROVIDE SHOWER STALL WITH 1/2" CW, 1/2" HW AND 2" SANITARY CONNECTION. PATCH WALL AS NEEDED AND PAINT TO MATCH EXISTING.



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	1	03/23/2021		BID ADDENDUM 01

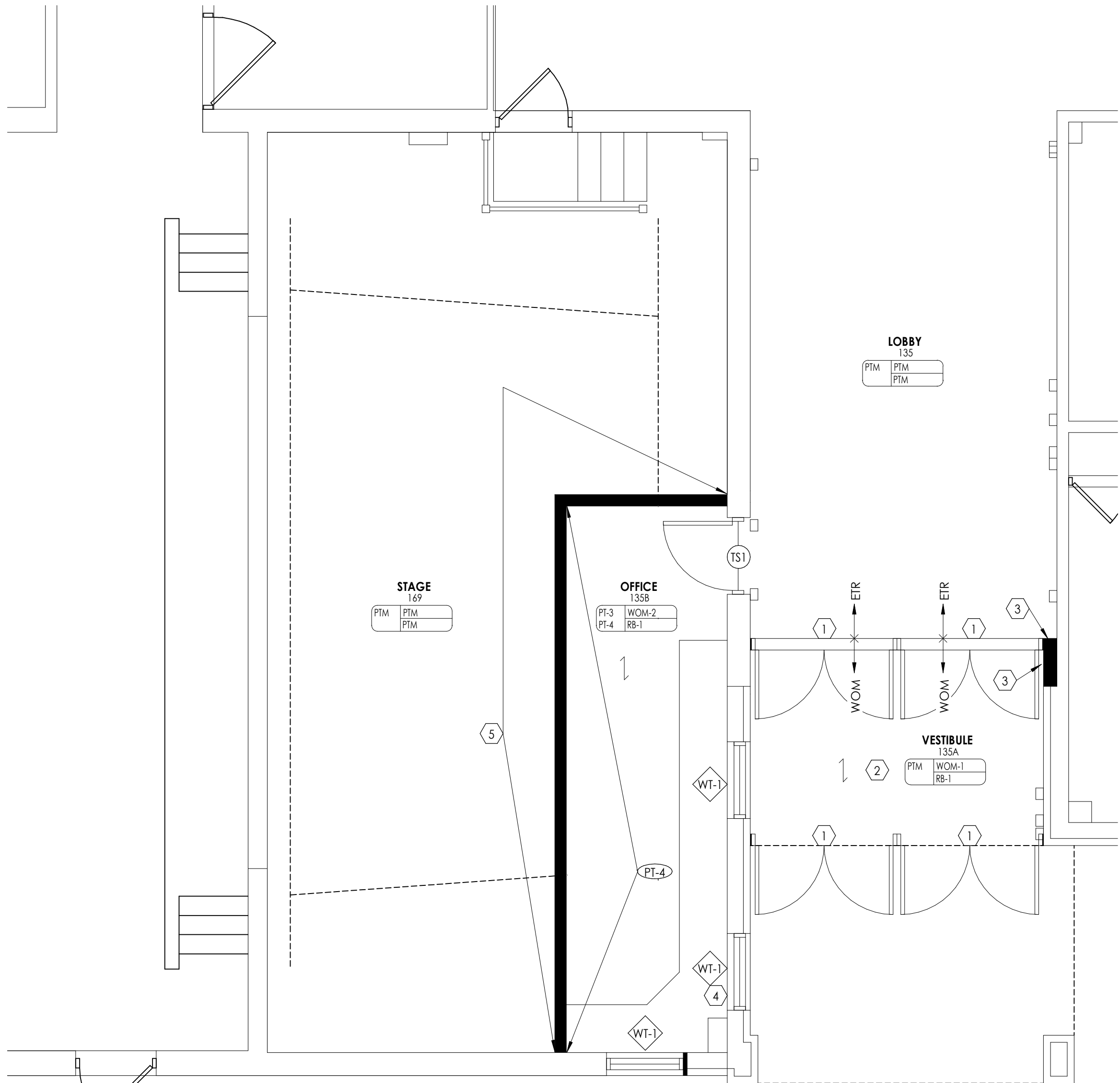
PINE BUSH CSD
2019 CAPITAL IMPROVEMENT PROJECT
PHASE 2
PINE BUSH HIGH SCHOOL - SED # 4404-01-06-00-007-007
CIRCLEVILLE MIDDLE SCHOOL - SED # 4404-01-06-00-01-0015
CIRCLEVILLE ELEMENTARY SCHOOL - SED # 4404-01-06-00-009-016
PAKANASINK ELEMENTARY SCHOOL - SED # 4404-01-06-00-012-015

DATE	DRAWN	CHECKED
03/08/2021	NRH	JJM

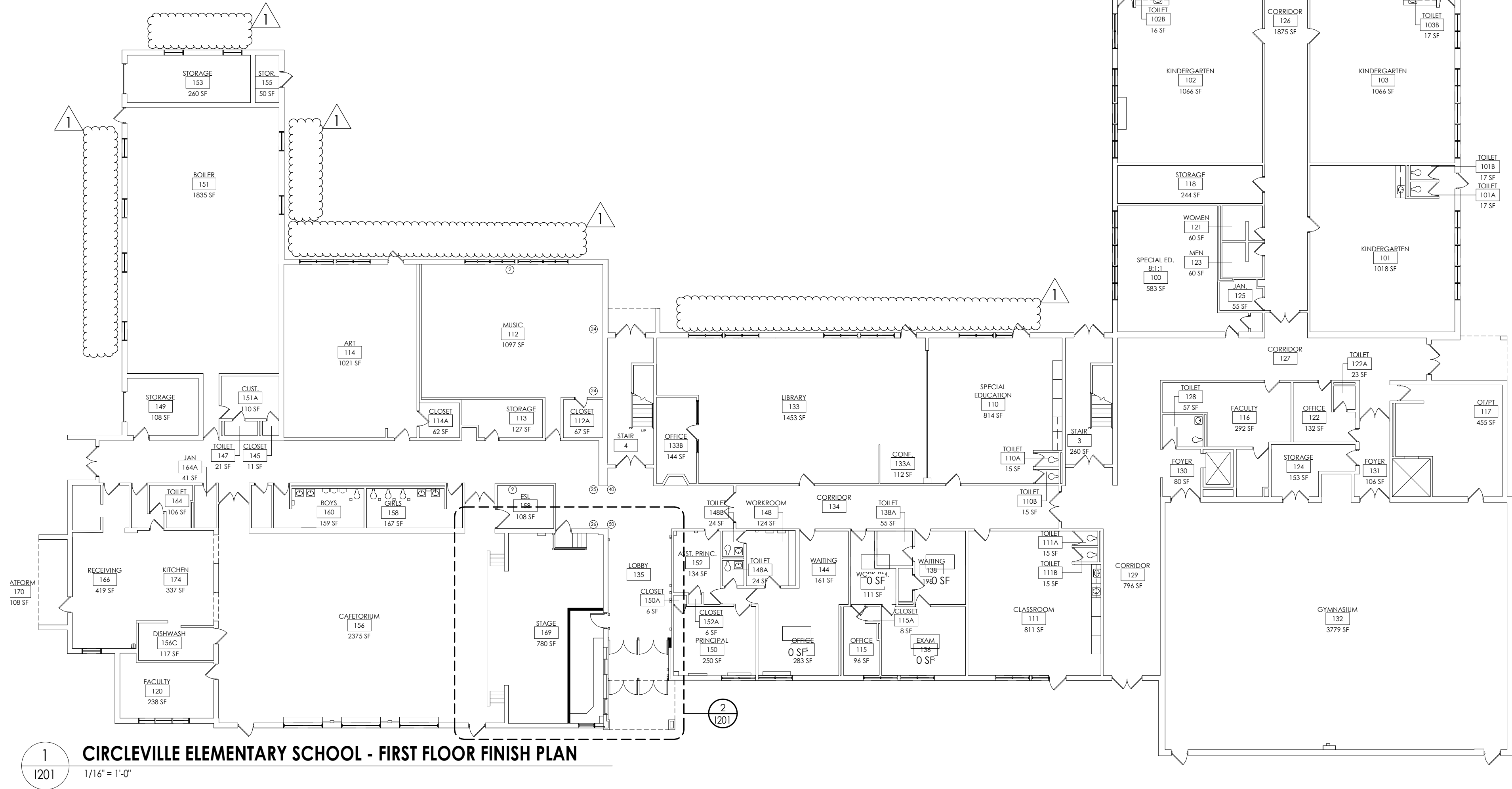
SCALE: 1/4" = 1'-0"

SHEET TITLE
BASEMENT POOL AREA
PLUMBING DOMESTIC
NEW WORK PLAN

PROJECT NUMBER
14533.05
PBHS
P301
DRAWING NUMBER



2 CIRCLEVILLE ELEMENTARY SCHOOL - FIRST FLOOR FINISH PLAN - ENLARGED
1/4" = 1'-0"



1 CIRCLEVILLE ELEMENTARY SCHOOL - FIRST FLOOR FINISH PLAN
1/16" = 1'-0"

FINISH PLAN GENERAL NOTES

1. ALL NEW AND EXISTING HOLLOW METAL DOORS, DOOR FRAMES AND WINDOW FRAMES IN PROJECT SCOPE SHALL BE PAINTED (PT-1), UNLESS NOTED OTHERWISE (U.N.O.).
2. ALL LOUVERS, VENTS, GRILLES AND OTHER MISCELLANEOUS MECHANICAL AND ELECTRICAL DEVICES ARE TO BE PAINTED TO MATCH THE SURFACE ON WHICH THEY APPEAR, UNLESS NOTED OTHERWISE (U.N.O.).
3. REFER TO A600 SERIES DRAWINGS FOR CEILING TYPES AND SOFFIT FINISHES.
4. UNDERSIDE OF SOFFITS TO MATCH FACE OF SOFFIT. SEE A600 SERIES FOR PAINT ACCENT SPECIFICATIONS. PAINT GWB CEILINGS (PT-2).
5. REFER TO A500 SERIES INTERIOR ELEVATIONS FOR MILLWORK FINISHES.
6. HIGH PRESSURE PLASTIC LAMINATE ON VERTICAL SURFACES TO RUN VERTICALLY, UNLESS NOTED OTHERWISE (U.N.O.).
7. ALL FLOOR FINISHES SHALL TRANSITION AT THE CENTERLINE OF THE DOOR, UNLESS NOTED OTHERWISE (U.N.O.). INSTALL TRANSITION STRIPS PER DETAILS ON 1000.
8. WHERE KICKSPACES OCCUR AT MILLWORK, FLOOR FINISH SHOWN ON PLANS SHALL RUN UNDERNEATH KICKSPACE AS WELL.
9. PATCH TO MATCH EXISTING WALL, BASE, FLOOR AND CEILING FINISHES IN AREAS AFFECTED BY DEMOLITION AND/OR NEW CONSTRUCTION.
10. PROVIDE FLOOR PREP TO ENTIRE AREA OF SPACE. CONSISTENT OF SELF-LEVELING CEMENTITIOUS FLOOR LEVELER.

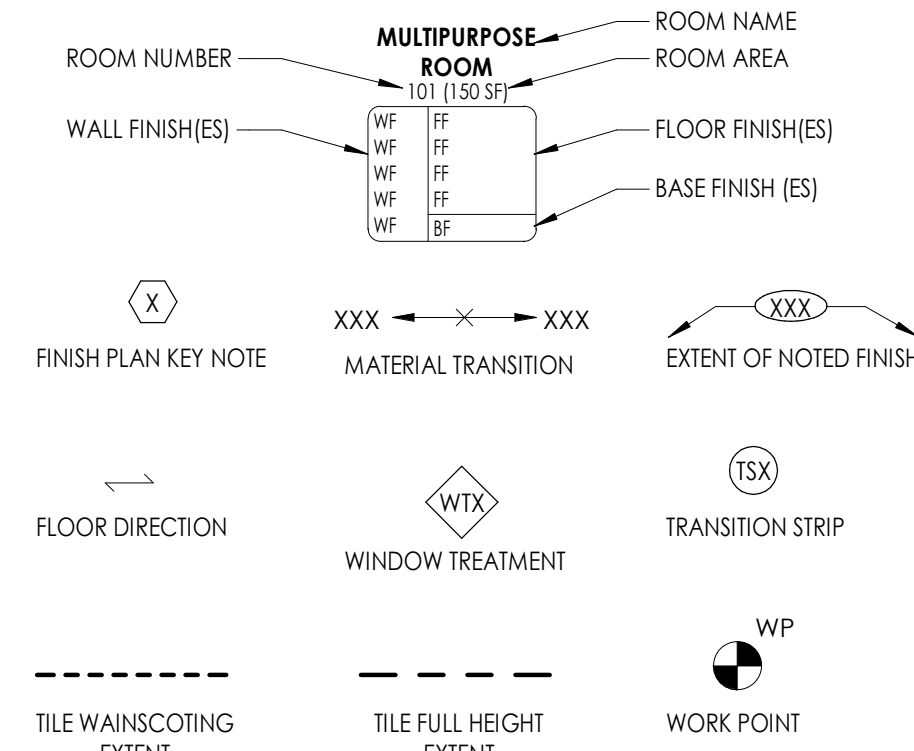
FINISH ABBREVIATIONS

NOTE: THIS LEGEND MAY CONTAIN ABBREVIATIONS THAT ARE NOT IN THIS PROJECT

ACT	ACOUSTICAL CEILING TILE	RB	RESILIENT BASE
AGL	ART GLASS	RP	RESIN PANEL
AWP	ACOUSTICAL WALL PANEL	RS	RESILIENT SHEET
CC	CUBICLE CURTAIN	RST	RESILIENT STAIR TREAD
CG	CORNER GUARD	RT	RESILIENT TILE
CHR	CHAIR RAIL	SC	SPECIALTY CEILING
CPT	CARPET	SCON	SEALED CONCRETE
CR	CRASH RAIL	SN	STAIR NOSING & RISER
DG	DIGITAL GRAPHIC	SSM	SOLID SURFACE MATERIAL
DS	DIVIDER STRIP	ST	STONE VENEER
DWC	DIGITAL WALL COVERING	SV	SHEET VINYL
DWP	DIGITAL WALL PANEL	SWP	SHEET WALL PROTECTION
EPI	EPOXY PAINT	TB	TILE BASE
ERF	EPOXY RESIN FLOOR	TER	TERRAZZO
ETR	EXISTING TO REMAIN	TF	TILE FLOOR
EXP	EXPOSED	TR	TRIM
FILM	FILM	TS	TRANSITION STRIP
FRP	FIBER REINFORCED PANEL	TW	TILE WALL
GRT	GROUT	UPH	UPHOLSTERY
HPL	HIGH PRESSURE PLASTIC LAMINATE	VCT	VINYL COMPOSITION TILE
HR	HAND RAIL	VET	VINYL ENHANCED TILE
INT	INTEGRAL	VQT	VINYL QUARTZ TILE
LVT	LUXURY VINYL TILE	WC	WALL COVERING
PT	PAINT	WD	WOOD
PTM	PATCH TO MATCH	WG	WALL GUARD
QB	QUARRY TILE BASE	WOM	WALK OFF MAT
QT	QUARRY TILE	WS	WRITEABLE SURFACE
QTZ	QUARTZ	WT	WINDOW TREATMENT

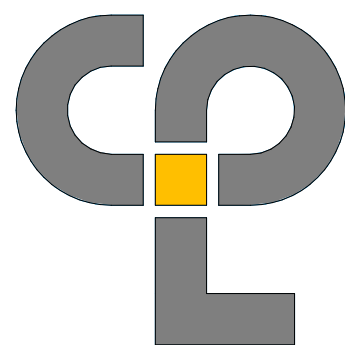
FINISH PLAN SYMBOLS LEGEND

NOTE: THIS LEGEND MAY CONTAIN SYMBOLS THAT ARE NOT IN THIS PROJECT



FINISH PLAN KEY NOTES

1. PROVIDE ADA COMPLIANT TRANSITIONS WHERE NEW FLOORING AND EXISTING FLOORING MEET. G.C. TO VERIFY AND COORDINATE WITH ARCHITECT.
2. EXISTING EXPOSED BRICK TO REMAIN, REFER TO 'A' SERIES FOR EXTENT OF BRICK WORK. CLEAN TO LIKE-NEW CONDITION & CLEAR SEAL.
3. MATCH EXISTING BRICK, REFER TO 'A' SERIES FOR ADDITIONAL INFORMATION.
4. ALL NEW WINDOWS TO RECEIVE NEW WINDOW TREATMENT (WT-1), UNLESS NOTED OTHERWISE. THIS INCLUDES WINDOWS NOT SHOWN ON 'I' SERIES. REFER TO 'A' SERIES FOR EXTENT OF WINDOW WORK
5. PAINT NEW WALLS TO MATCH ADJACENT WALLS. PROVIDE WALL BASE TO MATCH EXISTING.



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NO.	BY	CHD
1	DATE	03/23/2021
	LC	CML
		BID ADDENDUM 01

PINE BUSH CSD 2019 CAPITAL IMPROVEMENT PROJECT PHASE 2

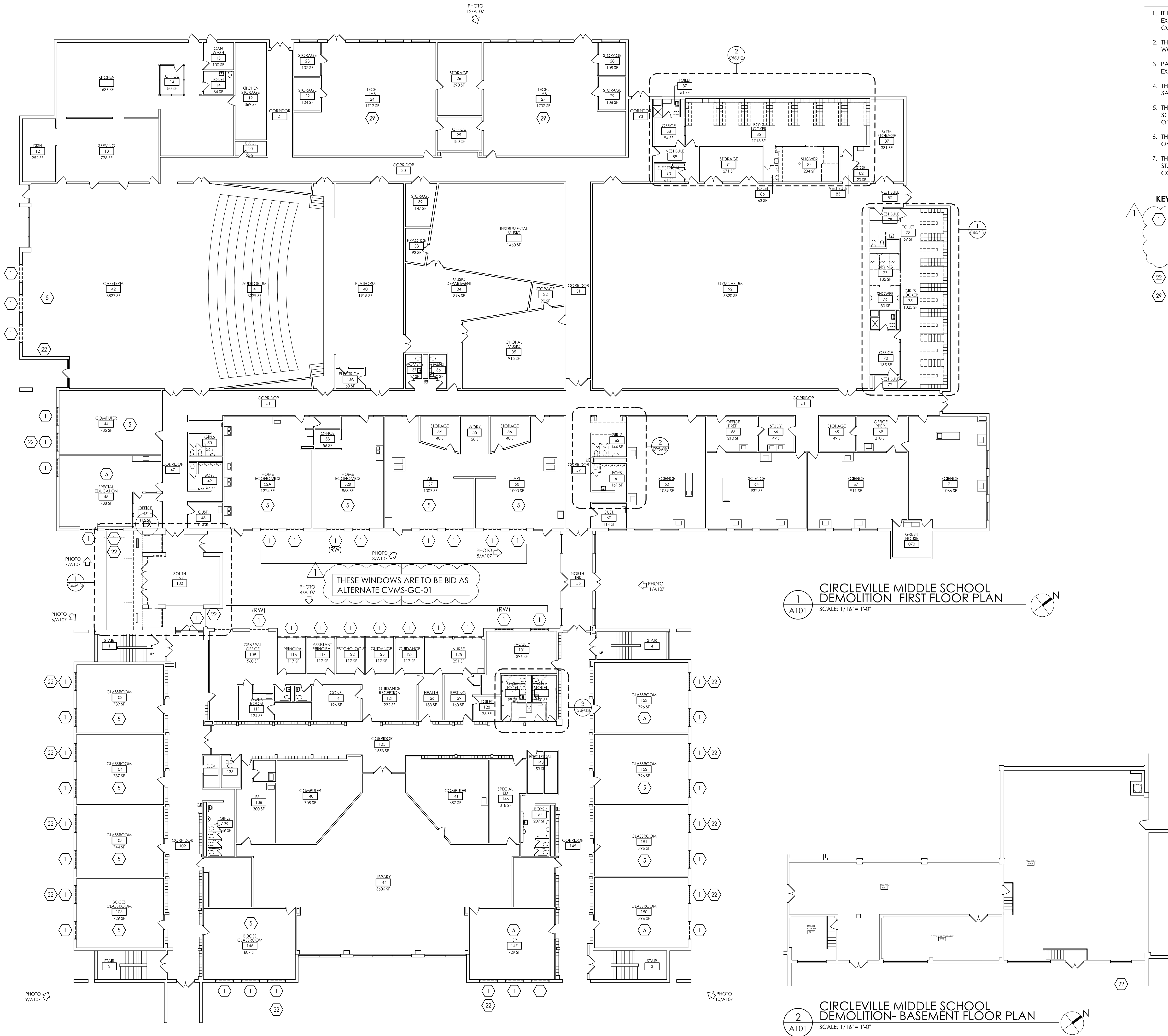
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CIRCLEVILLE MIDDLE SCHOOL - SED # 44-04-01-06-0-01-0-01-5
CIRCLEVILLE ELEMENTARY SCHOOL - SED # 44-04-01-06-0-009-016
PAKANASINK ELEMENTARY SCHOOL - SED # 44-04-01-06-0-01-2-01-5

DATE	DRAWN	CHECKED
2/15/2021	DS	CTV

SCALE: As indicated

SHEET TITLE
CIRCLEVILLE ELEMENTARY
SCHOOL - FIRST FLOOR
FINISH PLAN

PROJECT NUMBER
14533.05
CES
1201
DRAWING NUMBER



GENERAL DEMOLITION NOTES

01

1. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FAMILIARIZE THEMSELVES WITH ALL EXISTING CONDITIONS AND DETAILS INVOLVED IN THE DEMOLITION WORK.
2. THE BUILDING SHALL BE MAINTAINED WEATHER TIGHT DURING ALL DEMOLITION WORK.
3. PATCH ALL WALLS, FLOORS AND CEILINGS AT ALL REMOVALS TO MATCH EXISTING AND SCHEDULED FINISHES.
4. THE OWNER SHALL PROVIDE THE CONTRACTOR WITH A LIST OF ALL ITEMS TO BE SALVAGED PRIOR TO CONSTRUCTION.
5. THE CONTRACTOR SHALL PROTECT ADJACENT SURFACES AND FINISHES NOT SCHEDULED FOR WORK AND SHALL REPAIR ANY DAMAGED AREAS AS A RESULT OF CONTRACTED WORK AT NO ADDITIONAL COST TO THE OWNER.
6. THE CONTRACTOR SHALL COORDINATE THE DEMOLITION WORK WITH THE OVERALL PROJECT PHASING.
7. THE CONTRACTOR SHALL MAINTAIN AND CONTINUE SAFE ACCESS TO ALL EXITS, STAIRS AND ELEVATORS FOR THE BUILDING OCCUPANTS DURING CONSTRUCTION.

KEY NOTES - DEMOLITION PLAN

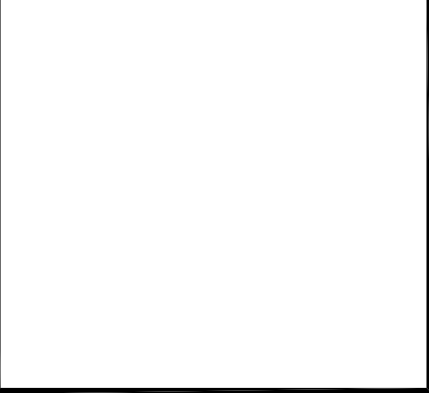
02

- 1 REMOVE EXIST. ALUMINUM WINDOW SYSTEM IN ITS ENTIRETY TO ACCOMMODATE NEW WORK. REMOVAL TO INCLUDE EXISTING METAL PANNING AND COLUMN CLOSURE REMOVE AND REPLACE ANY ROTTEN OR DAMAGED WOOD BLOCKING, AND PREP FOR NEW WINDOW INSTALLATION. COORDINATE ABATEMENT WITH ASBESTOS DRAWINGS.
- 22 COORDINATE PENETRATION WITH MECHANICAL CONTRACTOR AND REFER TO STRUCTURAL FOR LINTEL INFORMATION.
- 29 EXISTING WOOD FLOORING IN TECH SPACE TO BE SANDED AND PREPARED FOR NEW WORK. ALTERNATE BID CVMS-GC-03

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PINE BUSH CSD
2019 CAPITAL IMPROVEMENT PROJECT
PHASE 2

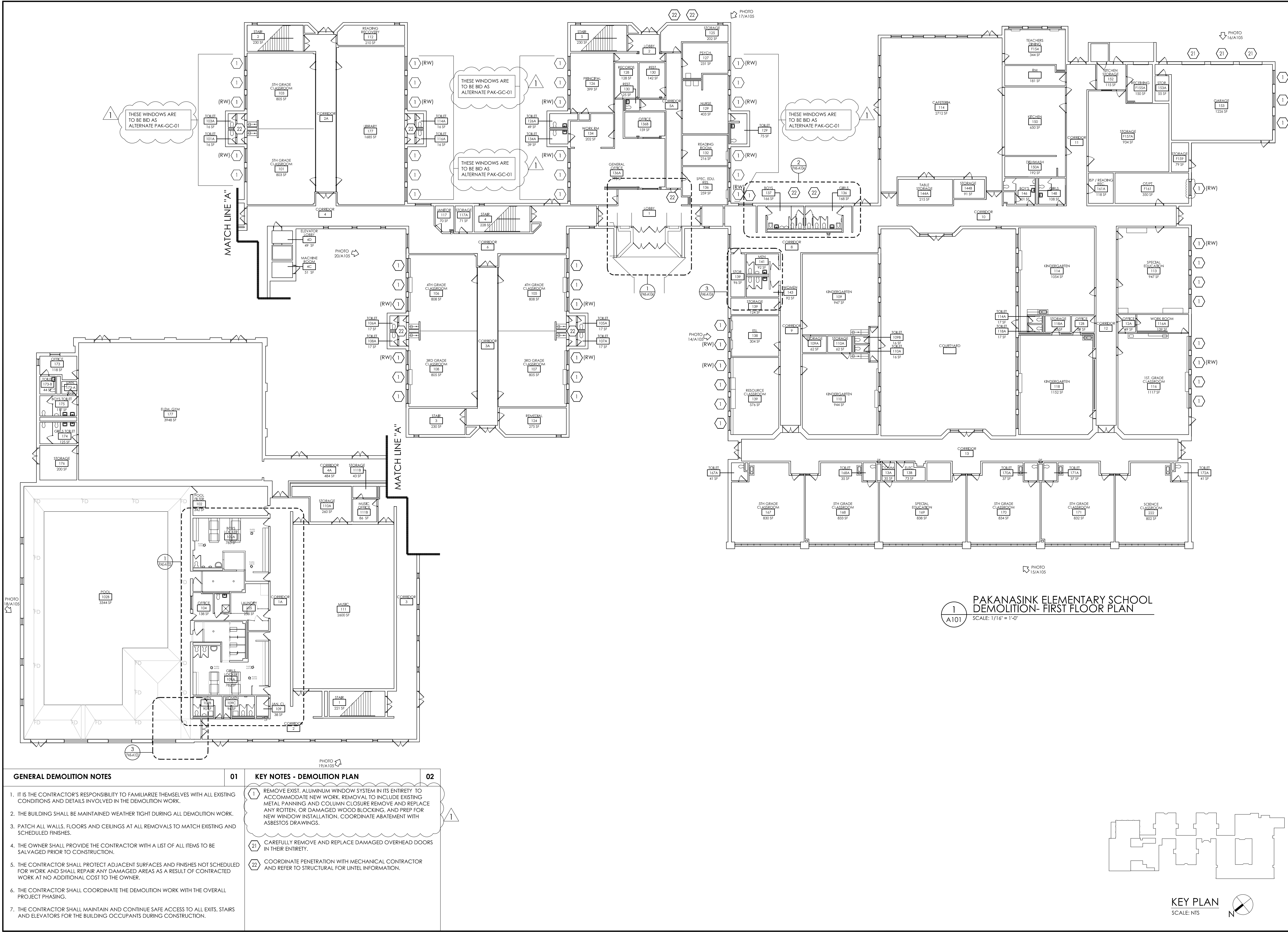
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CIRCLEVILLE MIDDLE SCHOOL - SED # 44-04-01-06-001-0015
CIRCLEVILLE ELEMENTARY SCHOOL - SED # 44-04-01-06-009-016
PACANASKIN ELEMENTARY SCHOOL - SED # 44-04-01-06-001-2015

DATE	DRAWN	CHECKED
03/08/2021	LC	CML
SCALE AS NOTED		
SHEET TITLE		
CIRCLEVILLE MIDDLE SCHOOL FIRST FLOOR DEMOLITION PLAN		

PROJECT NUMBER
14533.05

CVMS
A101
DRAWING NUMBER

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2019 CAPITAL IMPROVEMENT PROJECT
PHASE 2

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PAKANASINK ELEMENTARY SCHOOL - SED # 44-04-01-06-001-2015

DATE	DRAWN	CHECKED
03/08/2021	LC	CML

SHEET TITLE

PAKANASINK
ELEMENTARY SCHOOL
FIRST FLOOR
DEMOLITION PLAN

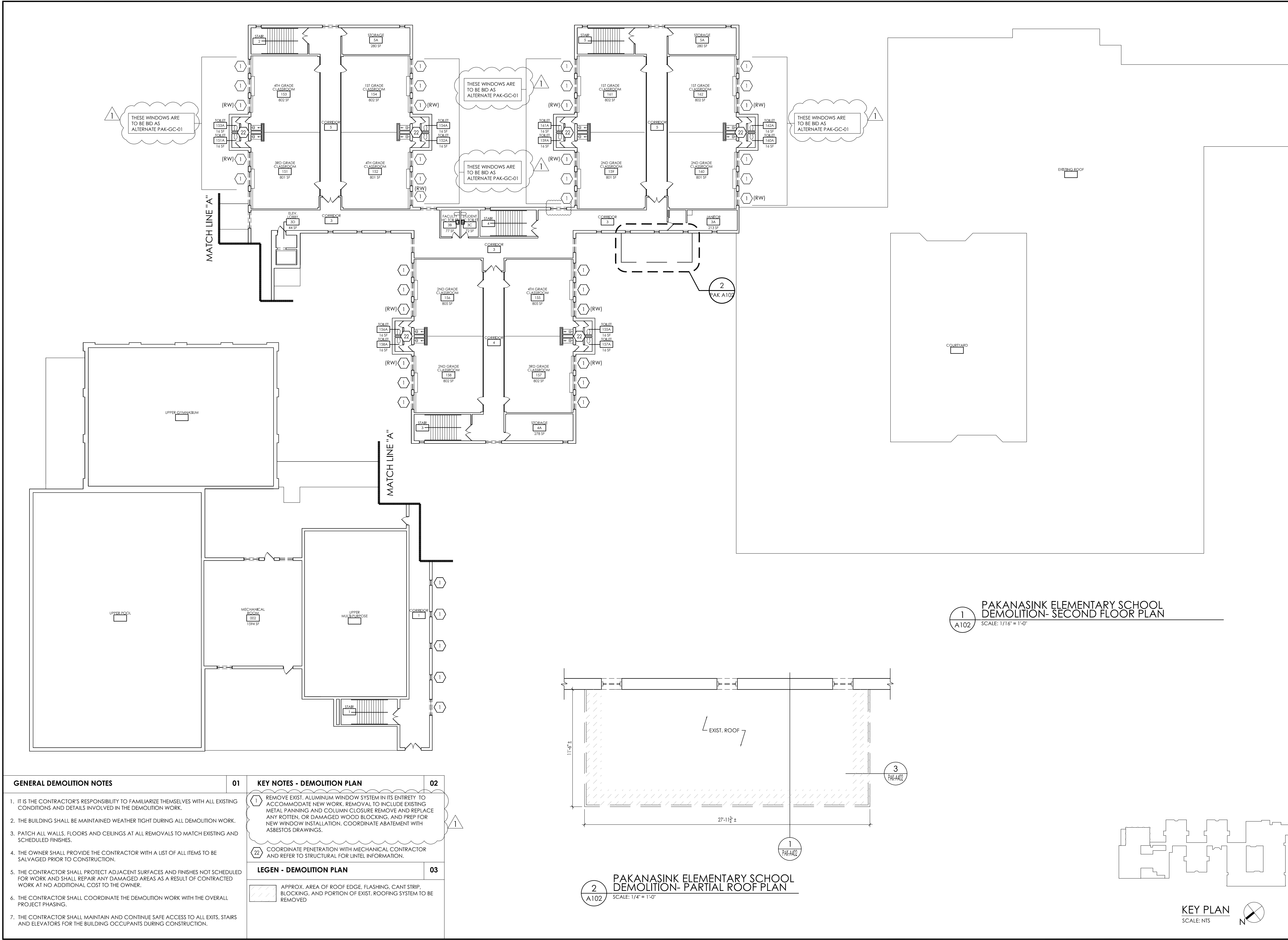
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**PAK
A101**

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2019 CAPITAL IMPROVEMENT PROJECT
PHASE 2

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PAKANASINK ELEMENTARY SCHOOL - SED # 44-04-01-06-001-2015

DATE	DRAWN	CHECKED
03/08/2021	LC	CML

SHEET TITLE
**PAKANASINK
ELEMENTARY SCHOOL
SECOND FLOOR
DEMOLITION PLAN**

PROJECT NUMBER
14533.05

**PAK
A102**
DRAWING NUMBER